

# LEASE NO. GS-11P-LVA00339

AAAP CENSUS GLOBAL Lease  
GSA FORM L100\_AAAP\_Census (June 2017)

This Lease is made and entered into between

PDC Eaton Place, LLC c/o Polinger Company (Lessor), whose principal place of business is 5530 Wisconsin Avenue suite 1000, Chevy Chase, MD 20815 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

10400 Eaton Place, Fairfax, VA 22030

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

## LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

25 Months, 16 Months Firm,

subject to termination rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

(b) (6)

Name:

John Gordon

Title:

President, Polinger Development Co.

Entity Name:

PDC Eaton Place, LLC

Date:

3/14/18

(b) (6)

Name:

Glen Harvey

Title:

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date:

3/29/18

WITNESSED FOR THE LESSOR BY:

(b) (6)

Name:

Rebecca Stallone

Title:

VP Acquisitions, PDC

Date:

3/14/18

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

### 1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

- A. Office and Related Space: 8,562 rentable square feet (RSF), yielding 7,300 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 4<sup>th</sup> floor(s) and known as Suite(s) 450, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as 17.29% percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

### 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. ~~Parking: XX parking spaces as depicted on the plan attached hereto as Exhibit XX, reserved for the exclusive use of the Government, of which XX shall be structured/inside parking spaces, and XX shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. INTENTIONALLY DELETED.~~ The lessor will provide parking for the building at a rate of 3.1 spaces per 1,000 rentable square feet.
- B. INTENTIONALLY DELETED

### 1.03 RENT AND OTHER CONSIDERATION (AAAP CENSUS VARIATION (JUN 2017))

- A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON-FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$102,200.00	\$102,200.00
OPERATING COSTS <sup>2</sup>	(b) (4)	(b) (4)
TENANT IMPROVEMENTS RENT <sup>3</sup>	(b) (4)	(b) (4)
PARKING <sup>4</sup>	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$334,650.25	\$152,935.00

<sup>1</sup>Shell rent calculation: \$11.94 per RSF multiplied by the RSF stated under Paragraph 1.01: 8,562 RSF (\$14.00/ABOA: 7,300 ABOA SF)

<sup>2</sup>Operating Costs rent calculation: (b) (4)

<sup>3</sup>Tenant Improvements: (b) (4)

<sup>4</sup>Parking costs described under sub-paragraph F below

- B. In instances where the Lessor amortizes the TI for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.
- C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 7,300 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- D. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- E. INTENTIONALLY DELETED
- F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.



H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."
  2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
  3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
- I. ~~Parking shall be provided at a rate of \$XX per parking space per month (structured/inside), and \$XX per parking space per month (surface/outside).~~ INTENTIONALLY DELETED
- J. ~~The Government shall be entitled to free rent in the amount of \$0.00, to be applied against the monthly fully serviced rental payment until exhausted. The free rent shall commence with the first month of the Lease and continue until the free rent has been fully recaptured in equal monthly installments over the shortest time practicable.~~ INTENTIONALLY DELETED

#### 1.04 TERMINATION RIGHTS (OCT 2016)

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 60 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

#### 1.05 DOCUMENTS INCORPORATED IN THE LEASE (AAP CENSUS VARIATION (JUN 2017))

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
SPECIAL REQUIREMENTS FOR AREA CENSUS OFFICES (ACOs)	18	B
2020 CENSUS DESIGN SCHEMATIC S	1	C
SECURITY REQUIREMENTS FOR LEVEL I	4	D
GSA FORM 3516 SOLICITATION PROVISIONS	6	E
GSA FORM 3517B GENERAL CLAUSES	15	F
GSA FORM 1364 PROPOSAL TO LEASE AND RATE STRUCTURE	4	G
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	H
GSA FORM 12000 FIRELIFESAFETY	11	I
AUTHORIZED GSA REPRESENTATIVES	1	J
ACCEPTABLE EXISTING SPACE CONDITION	4	K
CENSUS TI ALLOWANCE BY CITY	11	L
ENERGY STAR LETTER EXCEPTION	1	M

#### 1.06 TENANT IMPROVEMENT RENTAL ADJUSTMENT (AAP VARIATION (OCT 2016))

- A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is (b) (4). The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This total amount of (b) (4) is amortized in the rent over the Firm Term of this Lease at an annual interest rate of (b) (4). Lessor agrees to make available an additional tenant improvement allowance of up to (b) (4). The tenant improvement allowance is available solely for tenant improvements required by the Government for occupancy of the existing user. Upon the completion of improvements in the leased premises by the lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a subsequent Lease Amendment (LA) along with the amortization payment amount and revised rent. In the event the total cost of tenant improvements is greater or less than the (b) (4) already included in the annual rent as set forth in Paragraph 1.03, then the rent shall be adjusted accordingly. Tenant improvements financed by the Lessor above the (b) (4) shall be amortized at (b) (4) annual interest. Notwithstanding any provisions of GSA Form L201C to the contrary, the Government shall not amortize more than (b) (4) in tenant improvements. No tenant improvements in excess of (b) (4) shall be funded by the Lessor. The Government reserves the right to convert any unused portion of the first (b) (4) of this allowance as a rental abatement (which shall be applied to the most current installments of rent then due until exhausted) or to reduce the annual rent as set forth in Paragraph 1.03; any such action thus taken shall be memorialized by an LA along with the amortization payment amount and revised rent.

- B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.
- C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.
- D. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:
1. Reduce the TI requirements;
  2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy (AAAP Census Variation)" paragraph;
  3. Negotiate an increase in the rent.

#### 1.07 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	(b) (4)
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	

#### 1.08 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.50 per ABOA SF of Space vacated by the Government.

#### 1.09 HOURLY OVERTIME HVAC RATES (OCT 2016)

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- (b) (4) per hour per zone
- No. of zones: (b) (4)
- (b) (4) per hour for the entire Space.

B. There is no overtime charge during the following weekend hours:

Saturday: 9:00 AM through 1:00 PM

Sunday: X AM through X PM.

#### 1.10 BUILDING IMPROVEMENTS (MAR 2016)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. INTENTIONALLY DELETED

#### 1.11 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. §

125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.



## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

### 2.01 DEFINITIONS AND GENERAL TERMS (AAP CENSUS VARIATION (JUN 2017))

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Building. Building(s) situated on the Property in which the Premises are located.
- C. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- D. Contract. "Contract" shall mean this Lease.
- E. Contractor. "Contractor" shall mean Lessor.
- F. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- G. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- H. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- I. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- J. Lease Term Commencement Date. The date on which the lease term commences.
- K. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- L. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- M. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- N. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.
- O. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- P. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- Q. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

### 2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be

explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

**2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2016)**

- A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.
- B. Orders for alterations issued by an authorized COR are limited to no more than \$150,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

**2.04 WAIVER OF RESTORATION (AAAP CENSUS VARIATION (JUN 2017))**

Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith. See Lease paragraph "Janitorial Services (AAAP Census Variation)" for additional requirements.

**2.05 NOVIATION AND CHANGE OF OWNERSHIP (AAAP CENSUS VARIATION (JUN 2017))**

Consistent with GSAM 570.115, in the event of a transfer of ownership of the leased premises or a change in the Lessor's legal name, FAR 42.12 applies.

**2.06 ADJUSTMENT FOR VACANT PREMISES (OCT 2016)**

- A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.
- B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

**2.07 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)**

- A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.
- B. Within 15 days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:
  - 1. A firm commitment of funds in an amount sufficient to perform the work.
  - 2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
  - 3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

- C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in subparagraphs A and B have been satisfied.
- D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:
  - 1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
  - 2. Issuance of required permits for construction of the TIs.



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## SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

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### 3.01 WORK PERFORMANCE (AAP CENSUS VARIATION (JUN 2017))

All work in performance of this Lease shall be done by skilled and licensed workers or mechanics and shall be acceptable to the LCO.

### 3.02 ENVIRONMENTALLY PREFERABLE PRODUCT REQUIREMENTS (AAP CENSUS VARIATION (JUN 2017))

- A. The Lessor must provide environmentally preferable products as detailed throughout individual paragraphs of this Lease (e.g., Plumbing Fixtures: Water Conservation).
- B. When individual paragraphs of this Lease do not contain specific requirements for environmentally preferable products, the Lessor is encouraged to provide products meeting environmentally preferable criteria as outlined under the Green Procurement Compilation at [WWW.SFTOOL.GOV/GREENPROCUREMENT](http://WWW.SFTOOL.GOV/GREENPROCUREMENT).
- C. The Lessor, if unable to comply with the environmentally preferable products requirements under A above, must submit a waiver request for each material within the TI pricing submittal.

### 3.03 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (AAP CENSUS VARIATION (JUN 2017))

The Lessor shall reuse items or materials in the construction phase of the project, as long as such meet the quality standards set forth by the Government in this Lease.

### 3.04 WOOD PRODUCTS (AAP CENSUS VARIATION (JUN 2017))

Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

### 3.05 ADHESIVES AND SEALANTS (AAP CENSUS VARIATION (JUN 2017))

The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

### 3.06 BUILDING SHELL REQUIREMENTS (AAP CENSUS VARIATION (JUN 2017))

- A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.
- B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.
- C. The Building Shell rental rate shall also include, but is not limited to, costs including insurance, taxes, lease commission and management, in addition to profit, and loan financing costs for the Building.

### 3.07 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (AAP CENSUS VARIATION (JUN 2017))

THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services, as noted by the Government's review or otherwise.

### 3.08 QUALITY AND APPEARANCE OF BUILDING (AAP CENSUS VARIATION (JUN 2017))

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements.

**3.09 VESTIBULES (AAP CENSUS VARIATION (JUN 2017))**

See Special Requirements for vestibule/reception area requirements.

**3.10 MEANS OF EGRESS (MAY 2015)**

- A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.
- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

**3.11 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)**

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

**3.12 FIRE ALARM SYSTEM (SEP 2013)**

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3<sup>rd</sup> floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.13 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
  2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
    - a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
    - b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and  
(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—
      - I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
      - II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
      - III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.
- Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.
3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.
  4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

B. Hydrology-related Requirements:

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.
  - a. For the purposes of applying EISA Section 438 in this lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>
  - b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.



**3.14 ELEVATORS (AAP CENSUS VARIATION (JUN 2017))**

- A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease
- B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date) Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.
- C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.
- D. See Special Requirements for additional elevator requirements.

**3.15 BUILDING DIRECTORY (APR 2011)**

A tamper-proof directory with lock shall be provided in the Building lobby listing the Government agency. It must be acceptable to the LCO.

**3.16 DEMOLITION (AAP CENSUS VARIATION (JUN 2017))**

The Lessor shall remove existing abandoned electric, and telephone cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

**3.17 ACCESSIBILITY (FEB 2007)**

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

**3.18 CEILINGS (AAP CENSUS VARIATION (JUN 2017))**

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Premises and all common areas accessible to Government tenants shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

Ceilings shall be at a minimum 8 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.

**3.19 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)**

- A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.
- B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.
- C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

**3.20 DOORS: IDENTIFICATION (APR 2011)**

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

**3.21 WINDOWS (AAAP CENSUS VARIATION (JUN 2017))**

All windows shall be locked and weather tight. Windows accessible from fire escapes must be readily operable from the inside of the Building.

**3.22 PARTITIONS: PERMANENT (AAAP CENSUS VARIATION (JUN 2017))**

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab, surrounding the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date.

**3.23 INSULATION: THERMAL, ACOUSTIC, AND HVAC (AAAP CENSUS VARIATION (JUN 2017))**

- A. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- B. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- C. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- D. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- E. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

**3.24 PAINTING – SHELL (JUN 2012)**

- A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas, Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to T1s, then the Lessor shall repaint, at the Lessor's expense, as necessary during T1s.
- B. INTENTIONALLY DELETED

**3.25 FLOORS AND FLOOR LOAD (APR 2015)**

- A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.
- B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

**3.26 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)**

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

**3.27 ELECTRICAL (AAAP CENSUS VARIATION (JUN 2017))**

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply.
- B. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

**3.28 PLUMBING (JUN 2012)**

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

**3.29 DRINKING FOUNTAINS (AAAP CENSUS VARIATION (JUN 2017))**

- A. On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. Municipal or public water systems are required to meet this same standard. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.
- B. The Government may accept water cooler dispenses in lieu of the drinking fountains outlined above.

**3.30 RESTROOMS (AAAP CENSUS VARIATION (JUN 2017))**

Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet, on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

**3.31 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (AAAP CENSUS VARIATION) (JUN 2017)**

Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. Systems shall be designed with sufficient systems capacity to meet all requirements in this Lease; equipment shall be concealed. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).

Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

**3.32 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (AAAP CENSUS VARIATION (JUN 2017))**

- A. Building telecommunication rooms must be completed, operational, and ready for use by Government's telecommunications provider. The telephone closets shall be equipped with deadlocking latch bolt and include a telephone backboard.
- B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA), Electronic Industries Alliance (EIA) and NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, NEC National Electrical Code, and other applicable NFPA standards and/or local code requirements.

**3.33 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AAAP CENSUS VARIATION (JUN 2017))**

- A. The Government may elect to contract its own telecommunications service in the Space.



B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space, or, if existing Building wiring is insufficient, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas to roof, parapet, or Building envelope (access from the antennas to the Premises shall be provided) and to affix transmission devices in appropriate common areas so as to allow the use of cellular telephones and other emerging technologies.

**3.34 LIGHTING: INTERIOR AND PARKING - SHELL (AAAP CENSUS VARIATION (JUN 2017))**

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

- A. Interior Fixtures: Interior light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Such fixtures shall produce a light level of 50 average maintained foot-candles at desktop level (30" above finished floor) throughout the Space. Lessor shall provide 10 average foot-candles in all other Building areas within the Premises. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.
- B. Building Perimeter: Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot.
- C. Parking Structures: The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor.
- D. Exterior Power Backup: Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

**3.35 INDOOR AIR QUALITY DURING CONSTRUCTION (AAAP CENSUS VARIATION (JUN 2017))**

- A. All safety data sheets (SDS) shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- B. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

**3.36 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (AAAP CENSUS VARIATION (JUN 2017))**

- A. Where a Memorandum of Agreement or other pre-award agreement concluding the Section 106 consultation includes mitigation, design review or other continuing responsibilities of the Government, Lessor must allow the Government access to the Property to carry out compliance activities. For Tenant Improvements and other tenant-driven alterations within an existing historic building, that could affect historic properties, compliance also may require on-going design review. In these instances, Lessor will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the Secretary of the Interior's Professional Qualifications Standards for Historic Architecture, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the GSA Qualifications Standards for Preservation Architects. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://www.gsa.gov/historicpreservation)>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
- B. The costs for development of design alternatives and review submittals for work required under the Lease are the sole responsibility of Lessor. In addition, building shell costs relating to such design alternatives are the sole responsibility of Lessor and must be included in the shell rent.

## SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

### 4.01 SCHEDULE FOR COMPLETION OF SPACE (AAP CENSUS VARIATION (JUN 2017))

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

- A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor must submit to GSA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than 45 Working Days following the Lease Award Date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed, as part of the shell cost, within 10 Working Days of the Government's request.
- B. DIDs. For the purposes of this Lease, DIDs are defined as fully dimensioned drawings of the leased Space that reflect all Lease requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to:
  - 1. Generic furniture layout, wall, door, and built-in millwork locations;
  - 2. Telephone, electrical, and data outlet types and locations;
  - 3. Information necessary for calculation of electrical and HVAC loads;
  - 4. Work related to security requirements; and
  - 5. All finish selections.
- C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than 10 Working Days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.
- D. The Lessor's preparation and submission of construction documents (CDs): The Lessor, as part of the TI, must complete CDs conforming to the approved DIDs not later than 15 Working Days following receipt of the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within 10 Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).
- E. Government review of CDs: The Government shall have 10 Working Days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.
- F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within 15 Working Days following the end of the Government CD review period.
- G. INTENTIONALLY DELETED
- H. Negotiation of TI price proposal and issuance of notice to proceed (NTP): The Government shall issue NTP within 45 Working Days following the submission of the TI price proposal, provided that the TI price proposal conforms to the requirements of the Lease and the parties negotiate a fair and reasonable price.
- I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 75 Working Days following issuance of NTP.

### 4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

### 4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (AAP CENSUS VARIATION (JUN 2017)))

- A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described below) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.
- B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15.403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.
- C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.
- D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.
- E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Master format cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.
- F. Unless specifically designated in this Lease as a TI cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.
- G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.
- H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

#### 4.04 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (AAAP CENSUS VARIATION) (JUN 2017)

Upon request by the Lease Contracting Officer, the Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within five Working Days. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. The Lessor shall arrange the initial Construction Meeting and shall keep meeting minutes of discussion topics and attendance for this and all subsequent meetings.

#### 4.05 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of 10 Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc., that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

#### 4.06 CONSTRUCTION INSPECTIONS (SEP 2015)

- A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.
- B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call

to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

#### 4.07 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

#### 4.08 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (AAA CENSUS VARIATION (JUN 2017))

- A. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs is substantially complete and a Certificate of Occupancy (C of O) has been issued as set forth below. The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects or fraud, but shall not relieve the Lessor of any other Lease requirements.
- B. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.
- C.
  - 1) Wave 1 Space must be delivered no earlier than January 2, 2019, and no later than February 28, 2019. The Government will not be required to accept Wave 1 Space prior to January 2, 2019.
  - 2) Wave 2 Space must be delivered no earlier than June 3, 2019, and no later than August 31, 2019. The Government will not be required to accept Wave 2 Space prior to June 3, 2019.

#### 4.09 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

#### 4.10 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

- A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:
  - 1. Legal fees
  - 2. Travel costs
  - 3. Insurance
  - 4. Home office overhead and other indirect costs
  - 5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
  - 6. Municipal, county, or state fees (not related to sales tax)
  - 7. TI proposal preparation costs
  - 8. Lessor's labor costs related to the management of the TI build-out.
- B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:
  - 1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
  - 2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
  - 3. Conduct and document design and construction project meetings;
  - 4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
  - 5. Maintain Request for Information (RFI), submittal, and change order logs; and
  - 6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).



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## SECTION 5 TENANT IMPROVEMENT COMPONENTS

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### 5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

### 5.02 FINISH SELECTIONS (AAAP CENSUS VARIATION (JUN 2017))

The Lessor must consult with the Government prior to developing a minimum of three (3) options of coordinated finish samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions.

### 5.03 WINDOW COVERINGS (AAAP CENSUS VARIATION (JUN 2017))

All exterior windows shall be equipped with window blinds in new or like new condition, as approved by the Government. Window blinds and or opaque shades shall cover all windows to prevent clear viewing of the Space.

### 5.04 DOORS: SUITE ENTRY (SEP 2013)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint finish with no formaldehyde.

### 5.05 DOORS: INTERIOR (AAAP CENSUS VARIATION (JUN 2017))

Doors within the Space shall have a minimum clear opening of 32" wide x 80" high and shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. They shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

### 5.06 DOORS: HARDWARE (AAAP CENSUS VARIATION (JUN 2017))

Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least five (5) master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

### 5.07 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

### 5.08 PARTITIONS: SUBDIVIDING (AAAP CENSUS VARIATION (JUN 2017))

- A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).
- B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
- C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.



D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

**5.09 PAINTING – TI (AAP CENSUS VARIATION (JUN 2017))**

Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government, using products that minimize VOC off-gassing.

**5.10 FLOOR COVERINGS AND PERIMETERS (AAP CENSUS VARIATION (JUN 2017))**

- A. Unless otherwise specified, broadloom carpet shall be installed in accordance with manufacturing instructions to lay smoothly and evenly throughout the Space. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base.
- B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.
- C. Any alternate flooring shall be pre-approved by the Government.

**D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED**

**1. INTENTIONALLY DELETED**

**2. INTENTIONALLY DELETED**

3. Low emitting materials. The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Low VOC adhesives must be used.

**4. Performance requirements for broadloom and modular tile.**

- a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
- b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
- c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
- d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

**5. INTENTIONALLY DELETED.**

**5.11 HEATING AND AIR CONDITIONING (AAP CENSUS VARIATION (JUN 2017))**

Provide individual thermostat control for office Space Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Portable space heaters are prohibited.

**5.12 ELECTRICAL: DISTRIBUTION (AAP CENSUS VARIATION (JUN 2017))**

- A. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in a method acceptable to the Government.

**5.13 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (AAP CENSUS VARIATION (JUN 2017))**

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice/data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

**5.14 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)**

Provide sealed conduit to house the agency telecommunications system when required.

**5.15 DATA DISTRIBUTION (AAAP CENSUS VARIATION (JUN 2017))**

The Lessor, as part of the TI, shall be responsible for the cost of purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

**5.16 LIGHTING: INTERIOR AND PARKING – TI (AAAP CENSUS VARIATION (JUN 2017))**

Fixtures: Any additional lighting fixtures and/or components required beyond what would have been provided under the paragraph, "Lighting: Interior and Parking – Shell (AAAP CENSUS VARIATION)" are part of the TIs.

**5.17 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)**

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

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## SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

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### 6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (AAAP CENSUS VARIATION (JUN 2017))

- A. The Government's normal hours of operations are established as 7:00 AM to 6:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours. Suggested hours are between 8:00 AM and 4:30 PM, Monday through Friday as normal cleaning activities but occasionally Saturday and Sunday cleaning service may be needed.
- B. All regularly scheduled service personnel must submit to Government security review/screening which shall require completion of application forms and taking a Census oath of confidentiality. Service personnel must sign in and out of Census work areas and display Census-approved identification.

### 6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

### 6.03 HEATING AND AIR CONDITIONING (AAAP CENSUS VARIATION (JUN 2017))

- A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.
- B. During non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.
- C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.
- D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.
- E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- F. Normal HVAC systems' maintenance shall not disrupt tenant operations.
- G. See Special Requirements outlining Network Room Environmental Requirements. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

### 6.04 OVERTIME HVAC USAGE (AAAP CENSUS VARIATION (JUN 2017))

- A. Overtime usage services may be ordered by the Government's authorized representative only at the rate prescribed in the Lease.
- B. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

### 6.05 JANITORIAL SERVICES (AAAP CENSUS VARIATION JUN 2017))

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

- A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.

- B. Three times a week. Sweep or vacuum stairs.
- C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
- D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.
- E. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
- F. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
- G. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.
- H. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
- I. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
- J. Pest control. Control pests as appropriate.
- K. Any additional cleaning and/or trash removal beyond what is required under the Lease will be handled by a "Reimbursable Work Authorization" (RWA). The Lease Contracting Officer or authorized representative must order and approve.
- L. Trash and other disposable materials may be abandoned by the Government on termination of the Lease. See paragraph – Restoration Waiver. Trash and other disposable materials will be abandoned by the Government on termination of the Lease and shall be moved into an area within the demised space designated by the Lessor. The Lessor will remove and dispose of such materials at no cost to the Government.

#### 6.06 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

#### 6.07 MAINTENANCE AND TESTING OF SYSTEMS (AAP CENSUS VARIATION (JUN 2017))

The Lessor is responsible for the total maintenance and repair of the leased Premises, including the site and private access roads. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative, upon request, at the Lessor's expense.

#### 6.08 MAINTENANCE OF PROVIDED FINISHES (AAP CENSUS VARIATION (JUN 2017))

- A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces, shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease.
- B. Carpet and flooring.
  - 1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
    - a. Backing or underlayment is exposed;
    - b. There are noticeable variations in surface color or texture;
    - c. It has curls, upturned edges, or other noticeable variations in texture;
    - d. Tiles are loose; or,

- e. Tears or tripping hazards are present.

2. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after normal hours.

**6.09 ASBESTOS ABATEMENT (APR 2011)**

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

**6.10 ONSITE LESSOR MANAGEMENT (APR 2011)**

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

**6.11 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)**

- A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than six (6) months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.
- B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.
- C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.
- D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.
- E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.
- F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.
- G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.
- H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.
- I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.



**6.12 RECYCLING (AAP CENSUS VARIATION (JUN 2017))**

Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.

**6.13 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)**

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

**6.14 INDOOR AIR QUALITY (OCT 2016)**

- A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 sl/mm<sup>2</sup>; mold (see paragraph entitled "Mold"); CO 9 ppm; CO<sub>2</sub> 700 ppm above outdoor air; formaldehyde 0.016 ppm.
- B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.
- C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:
  - 1. Making available information on Building operations and Lessor activities;
  - 2. Providing access to Space for assessment and testing, if required; and
  - 3. Implementing corrective measures required by the LCO.
- E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:
  - 1. The Space;
  - 2. Common Building areas;
  - 3. Ventilation systems and zones serving the Space; and
  - 4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.
- F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

**6.15 RADON IN AIR (OCT 2016)**

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 pCi/L for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon).

**6.16 RADON IN WATER (JUN 2012)**

- A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

**6.17 HAZARDOUS MATERIALS (SEP 2013)**

- A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.
- B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

**6.18 MOLD (AAAP CENSUS VARIATION (JUN 2017))**

- A. Actionable mold is airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building.
- B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators).

**6.19 OCCUPANT EMERGENCY PLANS (AAAP CENSUS VARIATION (JUN 2017))**

The Lessor is required to cooperate, participate and comply with the development and implementation, and any subsequent revisions of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan.

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**SECTION 7    ADDITIONAL TERMS AND CONDITIONS**

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**7.01    SECURITY REQUIREMENTS (OCT 2016)**

The Lessor agrees to the requirements of Federal Security Level I attached to this Lease.

**7.02    GSA FIRELIFESAFETY REQUIREMENTS**

The Lessor agrees to the requirements of FireLifeSafety GSA Form 12000 (Exhibit I) of this Lease



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GSA Public Buildings Service

Area Census Office (ACO) / 2020 Decennial Census

Special Requirements

U.S. CENSUS BUREAU

These Special Requirements do not reduce the minimum requirements contained within the Lease. These Special Requirements provide specific agency requirements, which may be complementary, more specific, or more stringent than those of the Lease minimum requirements. In instances where specifications are in conflict, the more stringent shall prevail.

Except where otherwise noted, all Special Requirements contained herein stated shall be provided by the Lessor, as part of Shell rent, at no additional charge to the Government.

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## SECTION 1 - ROOM SCHEDULE AND DETAILS

## ROOM SCHEDULE\*

ACO TYPE	AREA / ROOM	QUANTITY	TYPE OF SPACE	ABOA SF	FLOOR LOAD	USE
A	OPEN OFFICE AREA	N/A	OPEN FLOOR	4572	N/A	OPERATIONS, ADMINISTRATION, MANAGEMENT RECORDS
A	IT STORAGE	1	ENCLOSED	250	N/A	LOCKING CABINETS
A	STORAGE, FIELD SUPPLIES	1	OPEN FLOOR/ENCLOSED	500	100 PSF	SHELVING FOR SUPPLIES
B	OPEN OFFICE AREA	N/A	OPEN FLOOR	TBD	N/A	OPERATIONS, ADMINISTRATION, MANAGEMENT RECORDS
B	IT STORAGE	1	ENCLOSED	TBD	N/A	LOCKING CABINETS
B	STORAGE, FIELD SUPPLIES	1	OPEN FLOOR/ENCLOSED	TBD	100 PSF	SHELVING FOR SUPPLIES
C	OPEN OFFICE AREA	N/A	OPEN FLOOR	TBD	N/A	OPERATIONS, ADMINISTRATION, MANAGEMENT RECORDS
C	IT STORAGE	1	ENCLOSED	TBD	N/A	LOCKING CABINETS
C	STORAGE, FIELD SUPPLIES	1	OPEN FLOOR/ENCLOSED	TBD	100 PSF	SHELVING FOR SUPPLIES
A,B,C	SECURITY BADGING	1	ENCLOSED	120	N/A	ID BADGING
A,B,C	NETWORK ROOM	1	ENCLOSED	80	N/A	IT EQUIPMENT
A,B,C	AREA MANAGER FOR OPERATIONS (AMO)	1	ENCLOSED	120	N/A	OFFICE
A,B,C	MULTI-PURPOSE ROOM	1	ENCLOSED	750	N/A	TRAINING, STORAGE, ETC.
A,B,C	VESTIBULE	1	OPEN FLOOR/SECURED	64	N/A	
A	TOTAL ABOA SF			6456*		
B	TOTAL ABOA SF			TBD		
C	TOTAL ABOA SF			TBD		

\*All square footages listed in above table are approximate and subject to change.

## SPACE DETAILS

The majority of the office functions and configuration allows for an open floor plan that does not include extensive demising of the internal leased space, unless noted on the Design Intent Drawings (DIDs). Requirements for walls and offices internal to the space will be noted on the DIDs. Demising of all perimeter walls to the space is required.

All referenced square footages are approximate and may vary upon layout of the space. They are to be used for informational purposes only.

The Census Bureau anticipates a minimum of build-out, except where required to meet the Government's special requirements and the requirements of the Lease.

**Contiguous Space** - A contiguous block of space on one floor is required.

**Electrical, Data, Voice** – One duplex electrical receptacle and one combination data/voice jack on walls per 80 ABOA SF. *(TI)*

## Floor Covering and Perimeters

Floor covering shall be either broadloom carpet or resilient flooring, as specified in the Government's DIDs. *(TI)*

Resilient flooring or an equivalent pre-approved by the Leasing Contracting Officer (LCO) shall be used in the Storage Area. Non-static VCT flooring is required in the Network Room. *(TI)*

The use of existing carpet, or other flooring, in its current condition may be approved by the LCO; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement for new carpet. *(TI)*

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## SECTION 2 - DESIGN SCHEMATIC LAYOUT

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The Design Schematic provides a generic floor plan and is representative of the layout required for this Space. The Design Schematic is an example of an ideal Space layout and is provided as part of these requirements for informational purposes only. The Design Schematic indicates the suggested office configuration, furniture and equipment placement, telecommunication drops, and electrical requirements. The Lessor is responsible for using the room schedule above and the Design Schematic to adapt the Space to the Government's requirements. Specific questions regarding the layout should be directed to the LCO for resolution. The Government shall not be responsible for errors, omissions, or assumptions made by the Lessor in the adaptation of the Lessor's Space to the Government's requirements.

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**SECTION 3 - ADDITIONAL SPECIAL REQUIREMENTS AND DETAILS**

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**OCCUPANCY DATE:**

Occupancy for Wave 1 ACOs is required by no earlier than January 2, 2019, and no later than February 28, 2019. Occupancy for Wave 2 ACOs is required no earlier than June 3, 2019, and no later than August 31, 2019.

**TENANT CO-LOCATION:**

The Government's leased space cannot be co-located in a building that also houses agencies with local, state, or federal law enforcement responsibilities, unless a waiver of this requirement is approved by the government.

**CONSTRUCTION STANDARDS**

Please refer to the Lease document for the construction standards applicable to the interior tenant area build-out. These standards provide a general outline of the interior build-out requirements.

**POSTAL ROUTE**

The building must be located on a postal delivery route.

**HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)**

The Census Bureau estimates 50 staff at peak will work in the ACO. The heating, ventilation and air conditioning equipment shall be configured to service the size of the office, the number of Government staff, and the equipment being used within the leased space.

**DOORBELLS**

Two doorbells are required to be installed in the Government's space, one each at the main and shipping/receiving entrances. The location of doorbell ringer(s) will be noted on the DIDs. (TI)

**Emergency Exits**

All emergency exit doors shall be equipped with panic bar type hardware installation allowing exit without the use of a key. Additionally, the emergency exit locking equipment shall have a local alarm or alarm sounder (blood hound) that sounds when the door is open. Automatic door closure devices are required.

**Shipping / Receiving and Double Doors**

Where double doors are required, a single set of double doors (5 feet, 0 inches wide to 6 feet, 0 inches wide) will have slide bolts top and bottom to secure the second leaf. Door closers and astragals are required. If solid doors are provided, a viewer/peephole is required. (TI)



Exterior double doors for shipping/receiving shall not have exterior knobs or handles. (TI)

Interior pathways must be wide enough to allow room for moving pallets from shipping/receiving to storage areas.

Refer to the DIDs for placement of doors and door lock hardware.

## FREIGHT DELIVERIES

Office operations require frequent delivery of supplies and material by truck. The Lessor shall provide a loading area/dock or an acceptable alternative for loading and unloading of large delivery trucks.

If the offered space is not on ground level it must have an elevator or acceptable alternative designated for periodic freight use ~~with a minimum door opening of 42 inches~~. The freight elevator(s) must provide service to the leased premises during the entire Lease term.

The leased space must permit deliveries 24/7.

## Network Room

A centrally located Network Room is required with slab-to-slab partitions within the government's leased space. The Network Room must have a tile floor and an automatic door closer. (TI)

Lessor will furnish and install one 4' by 8' by 3/4" sheet of plywood to be mounted on one wall for the installation of the Intrusion Detection System (IDS) panel and its associated electrical and telecommunications outlets. (TI)

The Network Room shall have a separate security IDS alarm partition. (TI)

## Network Room Environmental Requirements

This room must have separately zoned HVAC with an individual thermostat. The required room temperature is 50 -95 degrees F (10 - 35 C); the Temperature Gradient is 4 degrees C per hour; and the Relative Humidity level is 20% - 80% (30-70% non-condensing). A minimum 75 cubic feet per minute of air circulation is required. These requirements must be maintained 24 hours a day, 7 days a week. (Operating Rent)

Appendix A, Electrical & Environmental Requirements, provides a list of the equipment that will be located in the Network Room. The Government will determine the final room configuration and specifications. The layout of the Network Room equipment will be indicated on the DIDs. (TI)

**Vestibule / Reception Area**

A secure vestibule is not a mandatory requirement except when certain environmental conditions warrant. The on-site inspection along with the Government's security assessment will determine if a vestibule is required. In the event a vestibule is required, the Lessor shall furnish and install an approximately 8' by 8' handicapped-accessible vestibule at the main entrance, with a 3' by 5' teller's window (with ½" laminated, shatter-resistant glass) with a "pass through" locked tray for passing of mail/documents to the receptionist and a speaker screen between the reception area and the vestibule. If required, dimensions of the vestibule and requirements will be noted on the DIDs. (TI)

Install a doorbell next to the teller's window in the vestibule to ring at three locations inside the space (locations to be determined by the Government and indicated on the DIDs). Install an automatic door closer, a fail-secure electronic strike release (with 12-hour backup) and an access code keypad (with override capability to the electronic strike release) on the door from the vestibule into the secured Government space. (TI)

Install an electronic strike release button near the receptionist's desk for the Vestibule Door leading into the reception area. (TI)

The exterior/perimeter door leading into the vestibule shall have a high security lock as indicated in the DIDs. This door will be unlocked during normal business hours and locked after-hours. (TI)

As conditions warrant, the Government reserves the right to have a closed circuit TV (CCTV) system installed. (TI)

**ADDITIONAL CONSTRUCTION DETAILS**

These construction details indicate required construction standards for the items listed. These standards may be more stringent than those listed in the Lease document. Where specified, these standards shall take precedence.

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**SECTION 4 GENERAL REQUIREMENTS**

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**SECURITY:**

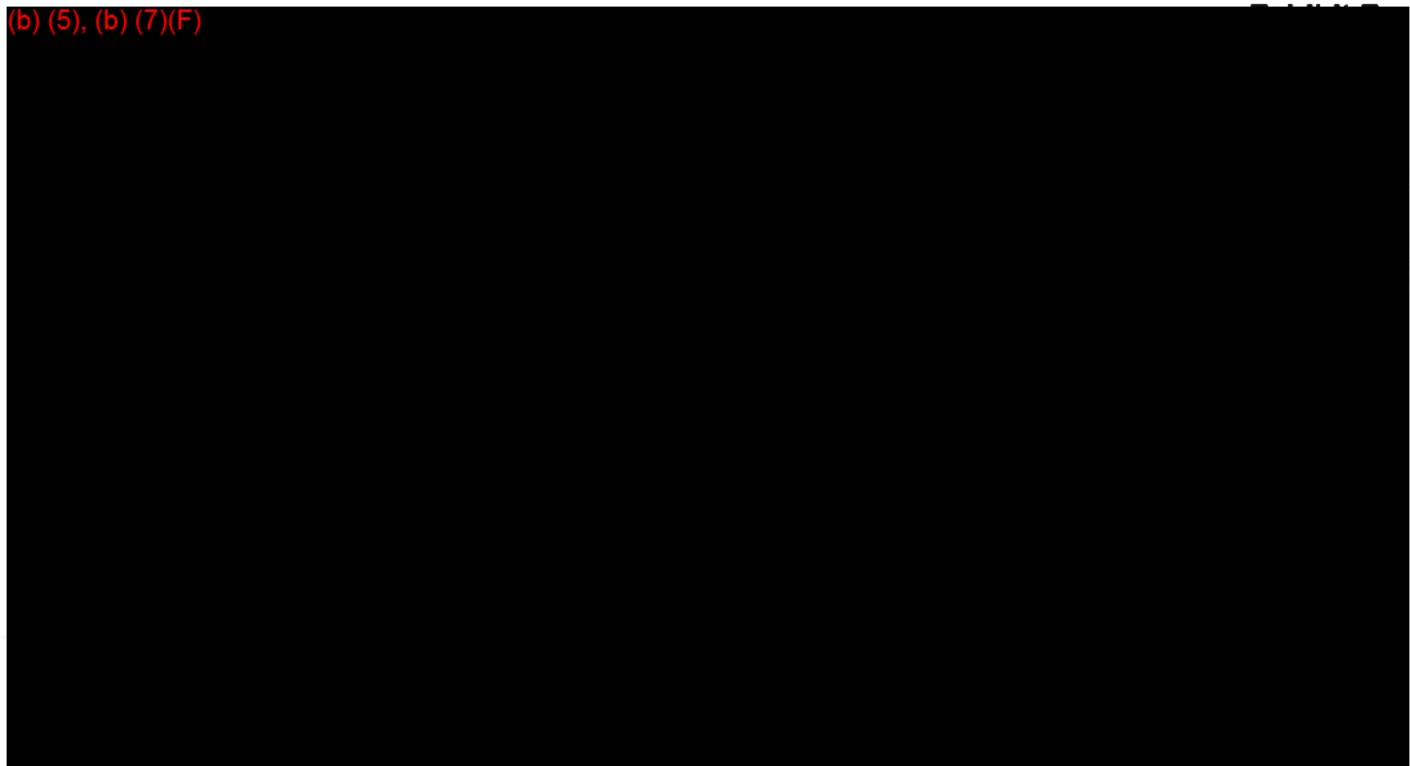
The following security standards are listed in addition to those listed in the Lease document and the Federal Security Level attachment.

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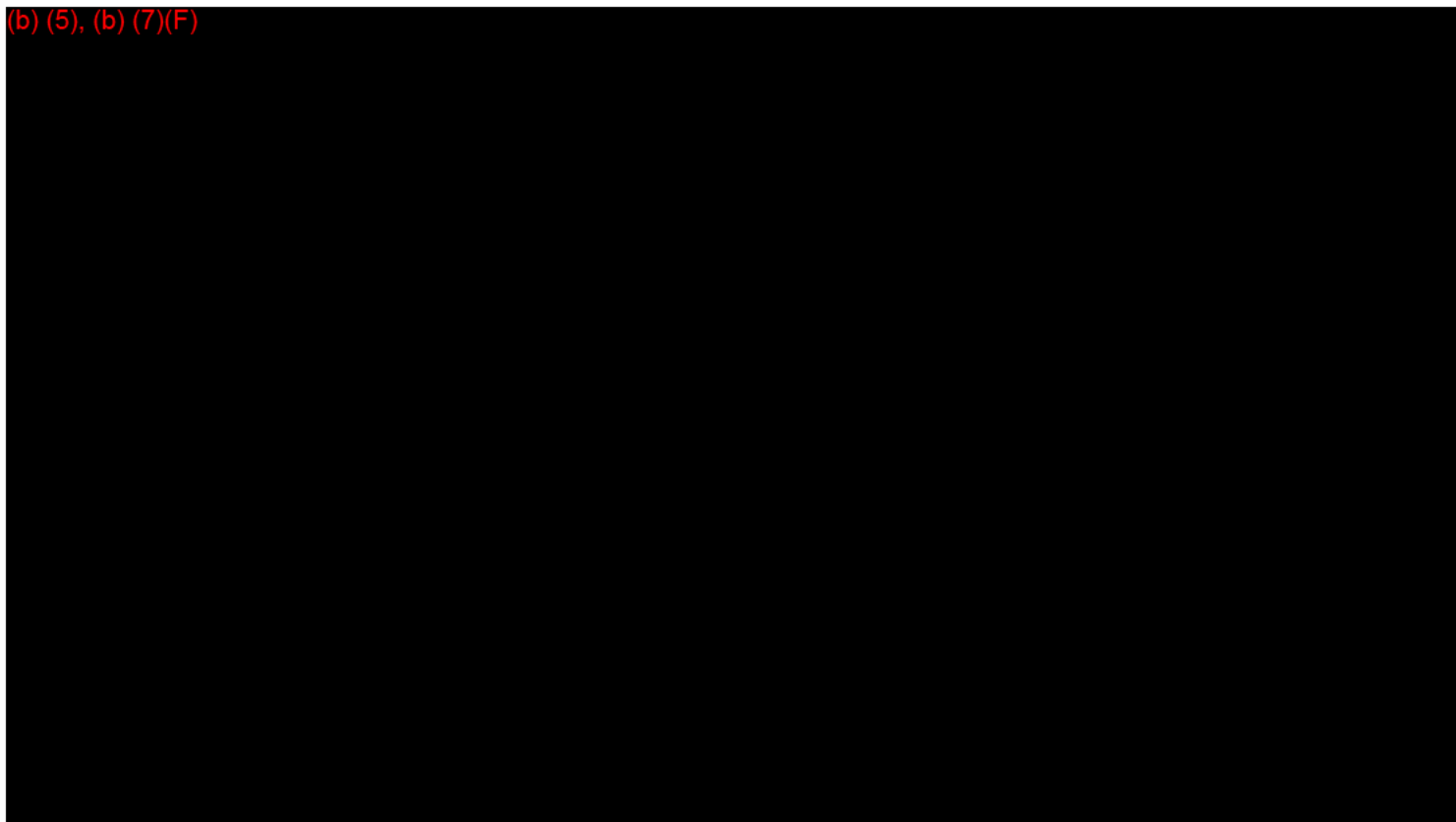


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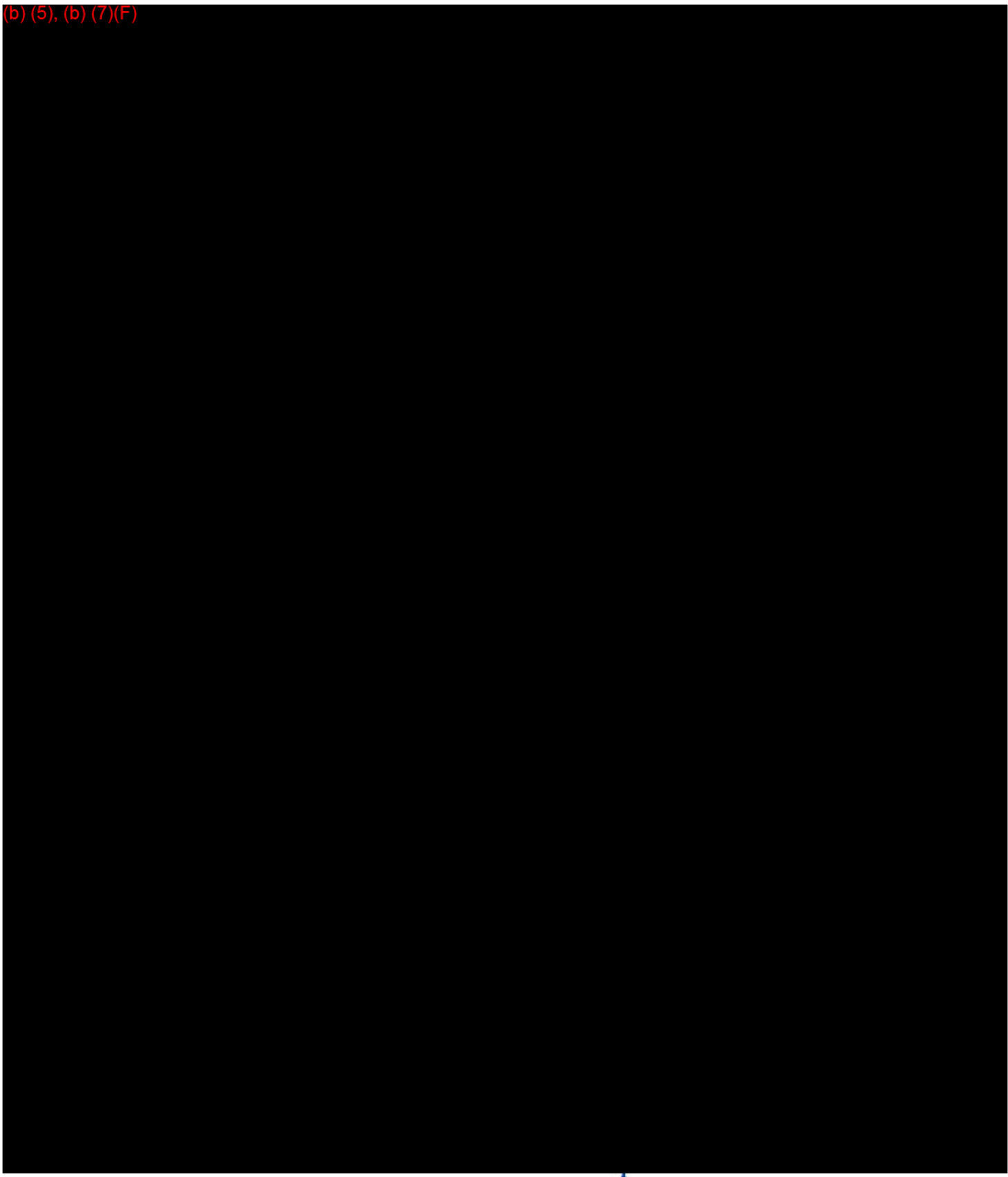


#### SECURITY SYSTEMS, SECURITY REQUIREMENTS AND TRAINING

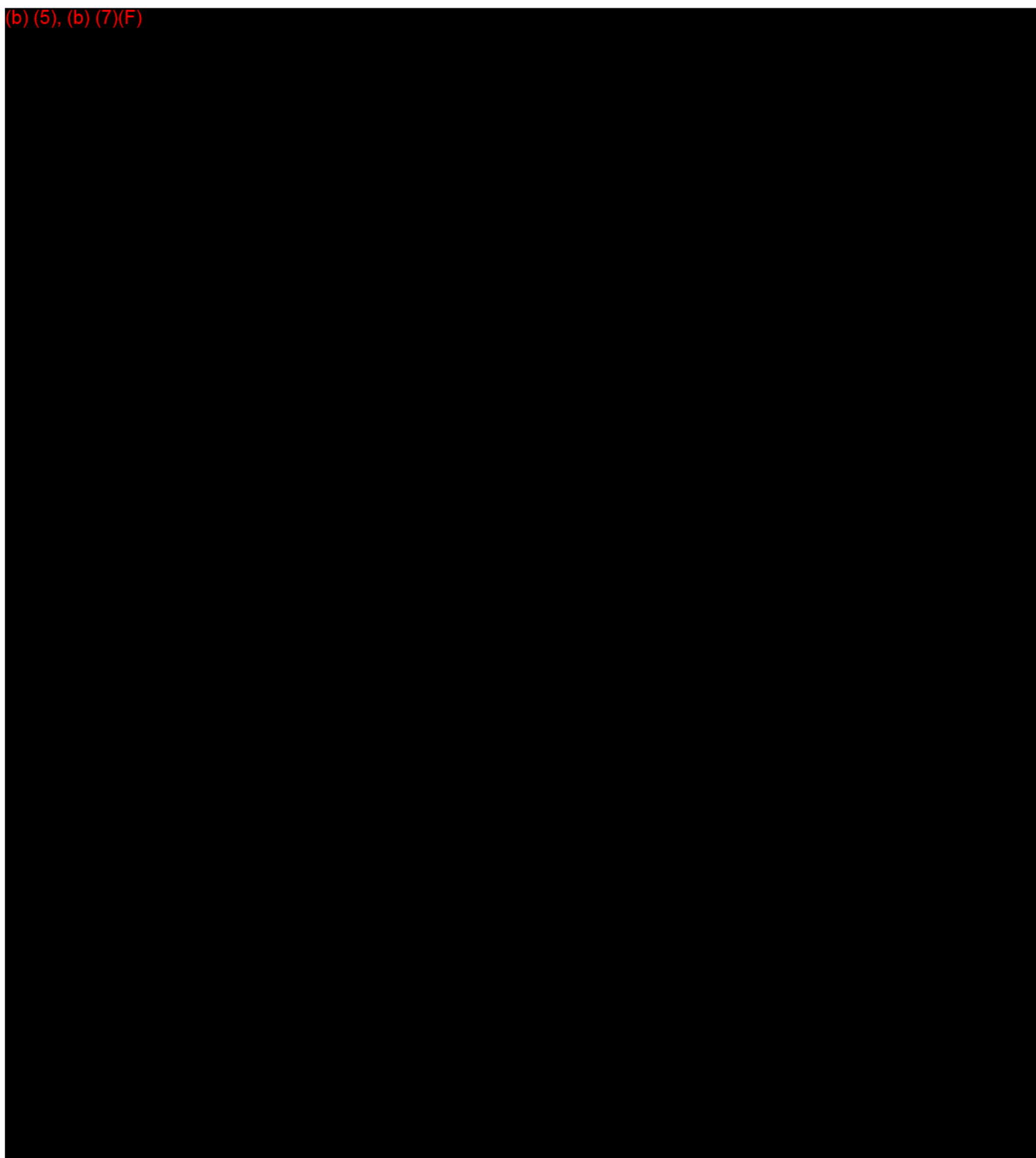
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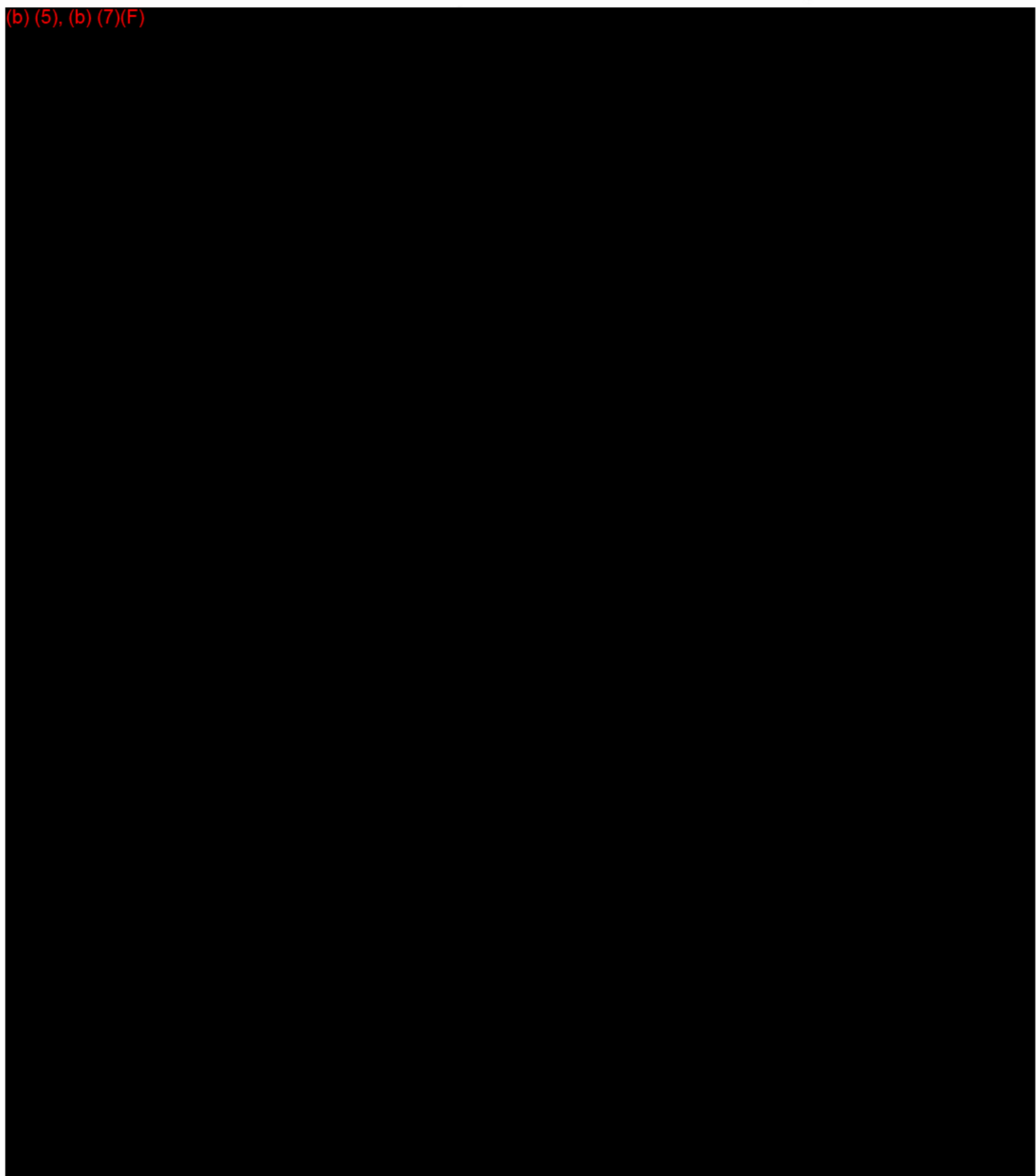
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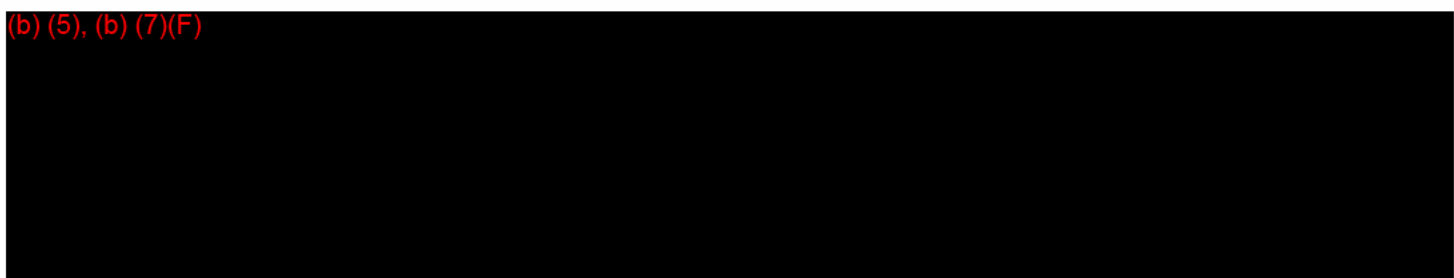


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AGENCY SPECIAL REQUIREMENTS - PAGE 11 LESSOR:



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## APPENDIX A: GOVERNMENT ELECTRICAL AND ENVIRONMENTAL REQUIREMENTS

2020 Census – Area Census Office (ACO)							
<b>NETWORK ELECTRICAL REQUIREMENTS</b>							
Network Equipment	Volts	Amps	Watts	BTUs	Quantity	Total Amps	Total BTUs
Edge Router	120	4.0	480	1638	2	4.0	1,638
UPS	120	12.5	1499	5111	1	12.5	5111
ACO LAN Switch	120	3.8	450	1,536	2	7.5	3,072
<b>NETWORK EQUIPMENT SUBTOTAL:</b>						<b>24</b>	<b>9821</b>
Analog Telephone Adapter	120	0.5	60	205	2	1.0	410
Security IDS Panel (Lessor Provided)	120	1.2	144	492	1	1.2	492
<b>TOTAL:</b>						<b>26.2</b>	<b>10723</b>
<b>NETWORK EQUIPMENT ENVIRONMENTAL REQUIREMENTS</b>							
Temperature - 50 - 95 degrees F (10 - 35 degrees C); Temperature Gradient 4 degrees C hour; Relative Humidity 20% to 80% (non-condensing). A minimum 75 CFM air circulation is required.							
<b>2020 ACO - OFFICE EQUIPMENT</b>							
Equipment	Volts	Amps	Watts	BTUs	Quantity	Total Amps	Total BTUs
PC & Monitor	120	5.4	325	1109	51	275	56,559
B&W Multi-Function Printer (MFP)	120	10	1200	3750	4	40	15,000
Fax	120	4.0	480	1639	1	4	1,639
HSPD-12 Badge Printer	120	4.0	480	1639	1-2	8	3,278
<b>ACO SPACE - SUBTOTAL:</b>						<b>327</b>	<b>76,476</b>
<b>GRAND TOTAL:</b>						<b>353.2</b>	<b>87199</b>
<b>CIRCUIT / RECEPTACLE REQUIREMENTS</b>							
Network Equipment	One (1) dedicated 120 volt, 30-amp circuit to L5-30R receptacle. One (1) dedicated 120 volt 20-amp circuit to one NEMA 5-20R receptacle. NOTE: The router and switch will plug into the UPS. Also include two (2) convenience outlets.						
Security IDS Panel (Lessor Provided)	One (1) dedicated 120 volt, 20-amp circuit to one (1) Quad NEMA 5-20R receptacle.						
HSPD-12 Badge Printer	One (1) dedicated 120 volt, 20 amp circuit to one (1) NEMA 5-20R receptacle.						
Copier (B/W)	One (1) dedicated 120 volt, 20 amp circuit to one (1) NEMA 5-20R receptacle.						
PCs & Monitors	One (1) 120 volt, 20 amp circuit to no more than three (3) NEMA 5-20R receptacles for three (3) PCs & Monitors						
B&W Multi-Function Printer (MFP)	A minimum of one (1) dedicated 120 volt, 20-amp circuit to support each of the multi-function printers that have print copy and fax capability.						
Convenience Outlets	Install per Lease paragraph, Electrical (AAP Census Variation), priced as shell. These shall not be included in count of outlets dedicated to PCs.						

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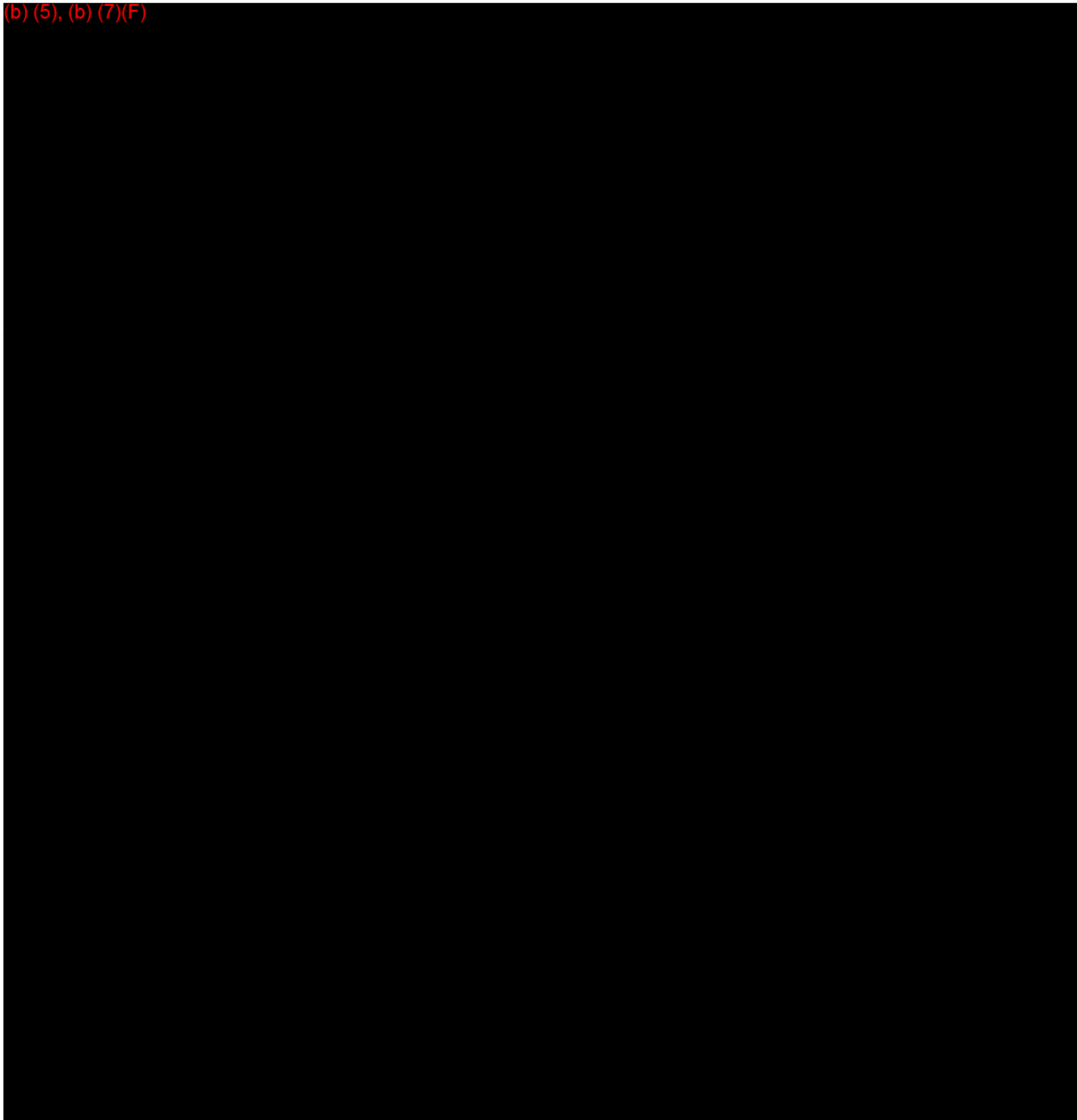
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GOVERNMENT:

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Appendix B: INTRUSION DETECTION SYSTEM (TI)

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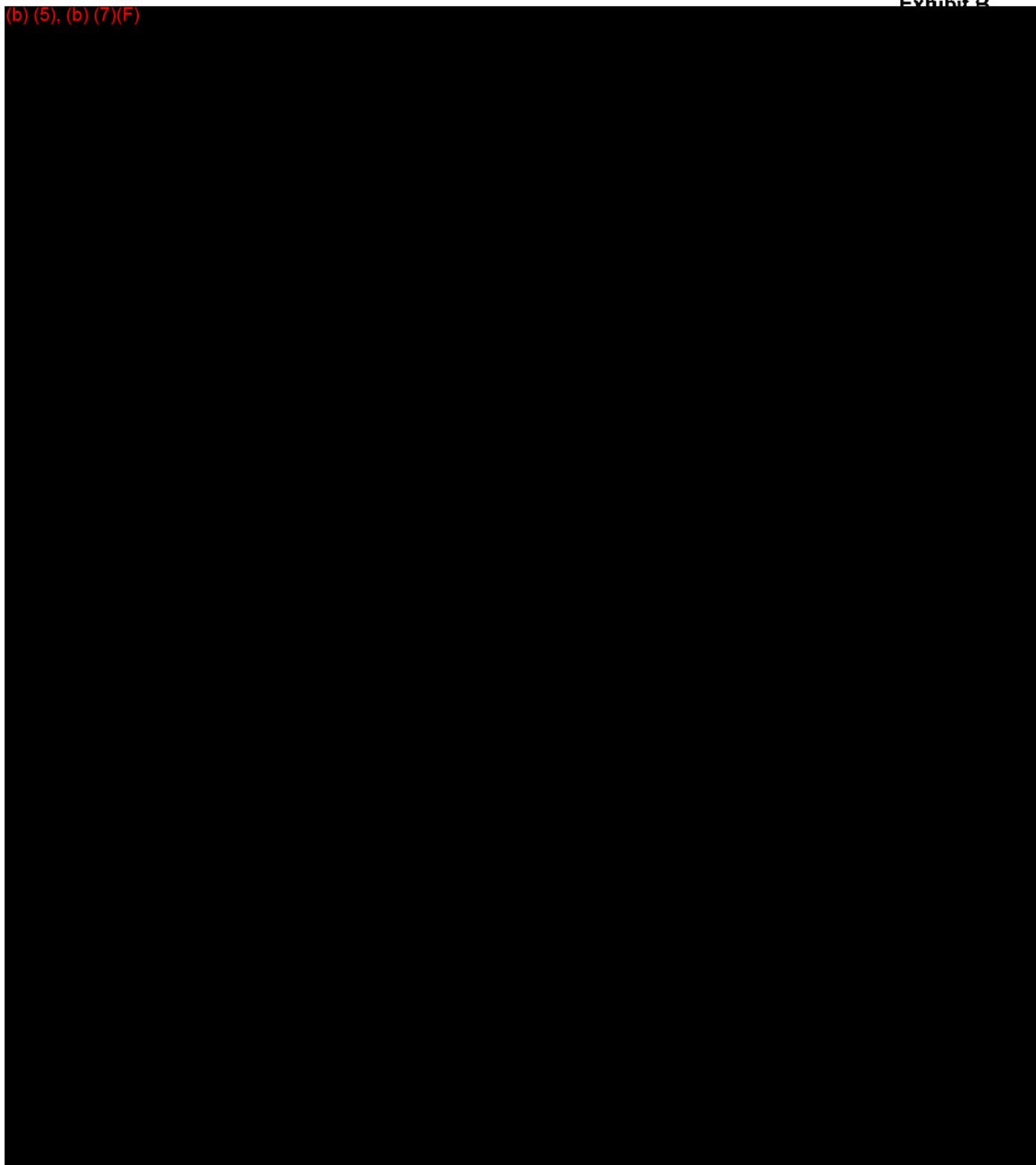
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GOVERNMENT:



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AGENCY SPECIAL REQUIREMENTS - PAGE 15 LESSOR:



GOVERNMENT:





(b) (5), (b) (7)(F)


AGENCY SPECIAL REQUIREMENTS - PAGE 16 LESSOR:



GOVERNMENT:



(b) (5), (b) (7)(F)

AGENCY SPECIAL REQUIREMENTS - PAGE 17 LESSOR:  GOVERNMENT: 

(b) (5), (b) (7)(F)

AGENCY SPECIAL REQUIREMENTS - PAGE 18 LESSOR



GOVERNMENT:



(b) (5), (b) (7)(F)

2020 ACO Program



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## SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL I

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THESE PARAGRAPHS CONTAIN SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SHELL. WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS ON THIS LEASE, THE STRICTEST SHALL APPLY.

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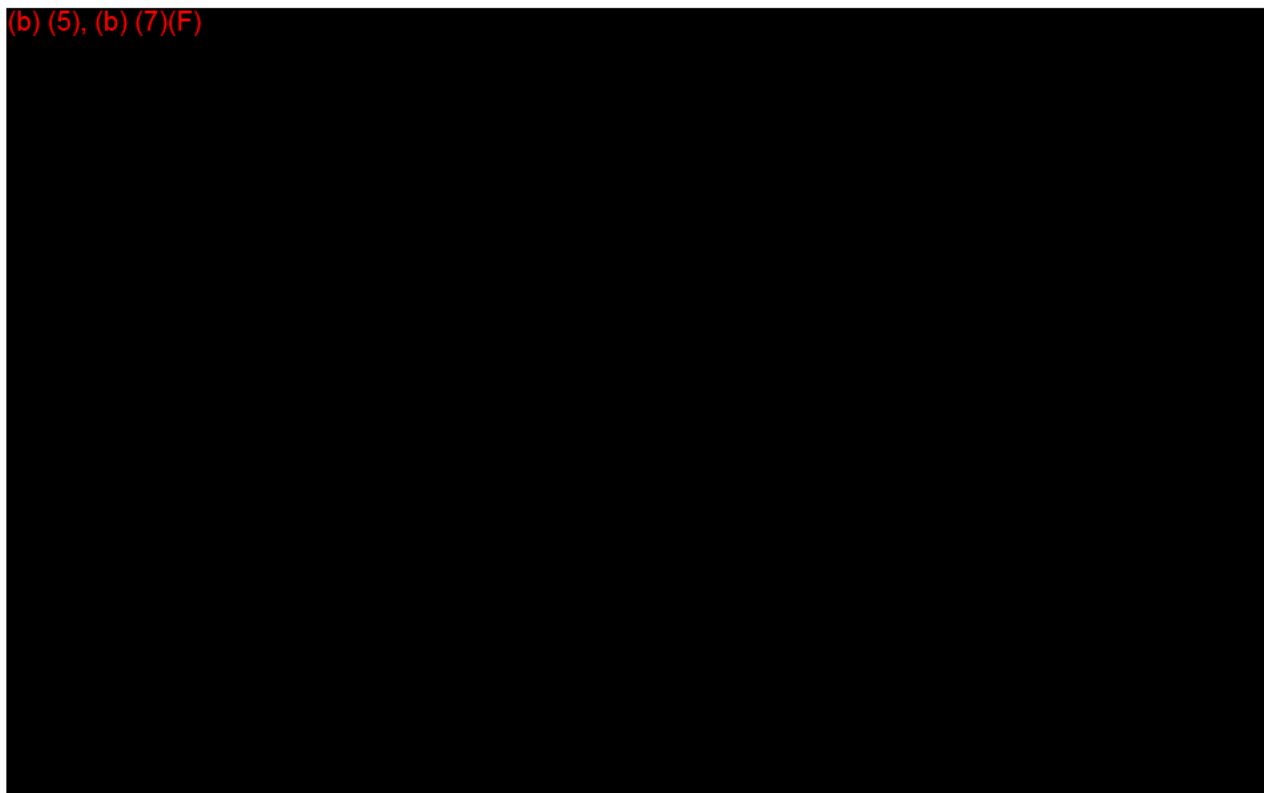
### DEFINITIONS:

**CRITICAL AREAS** - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

**SENSITIVE AREAS** - Sensitive areas include vaults, Sensitive Compartmented Information Facilities (SCIFs), evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

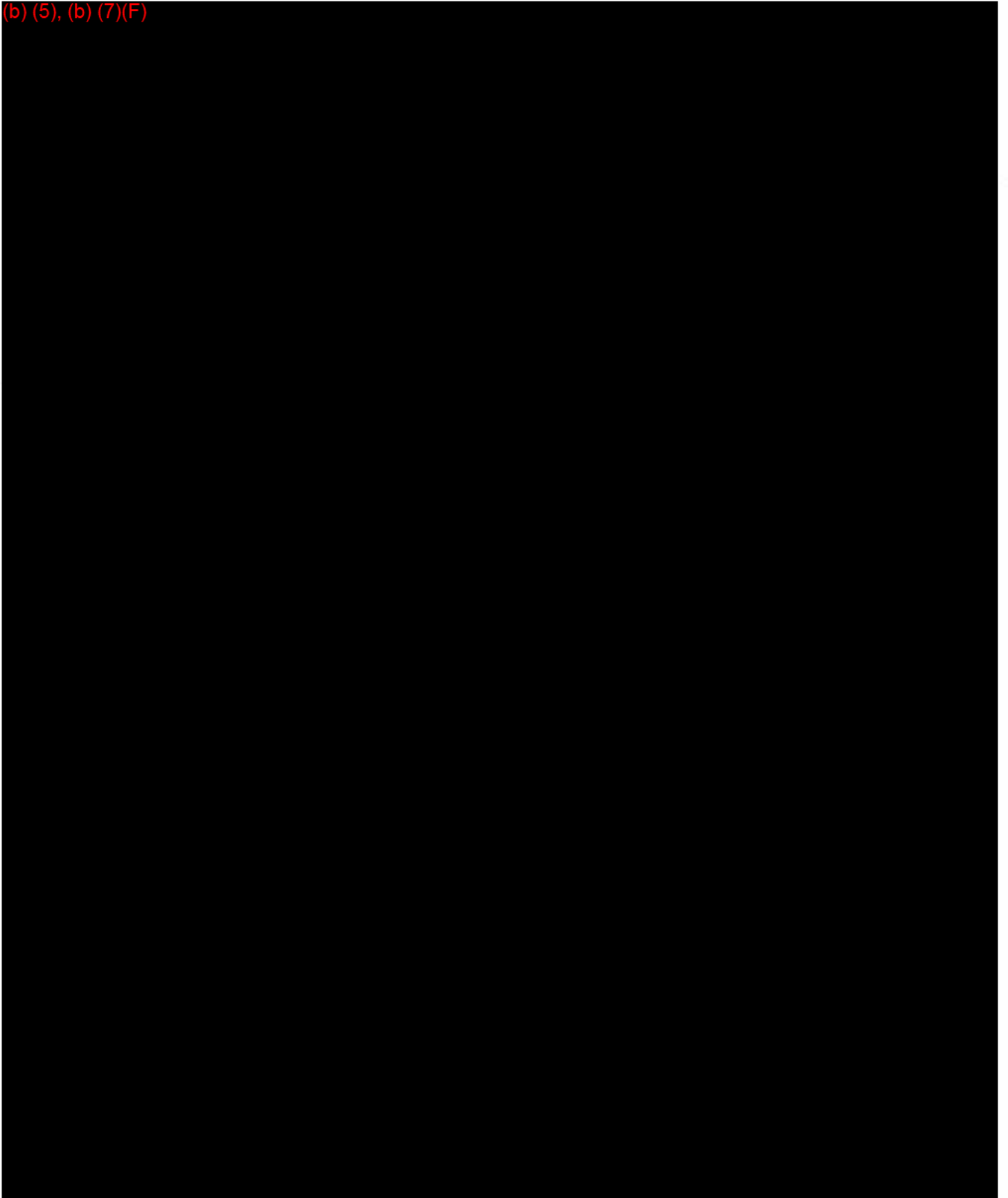
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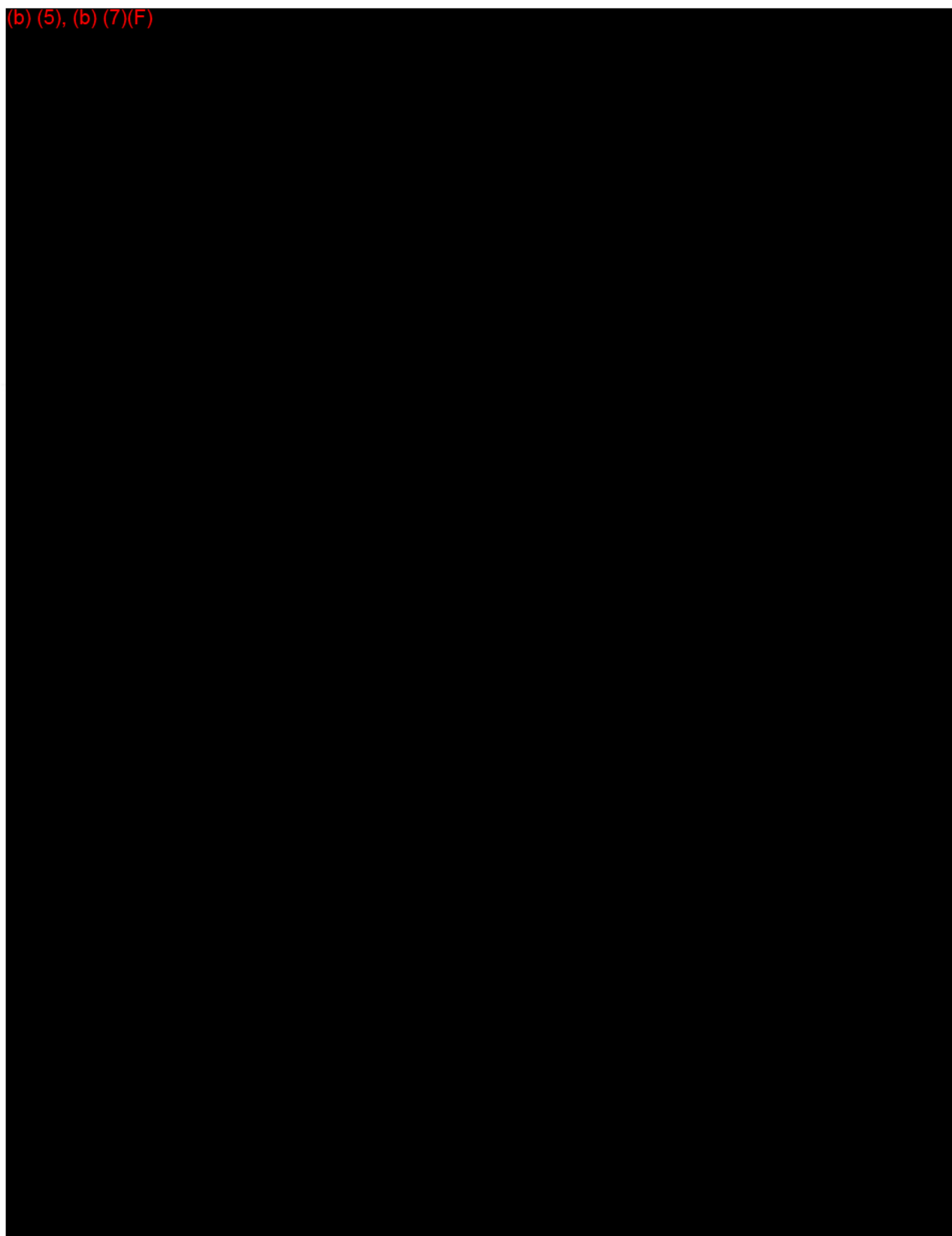




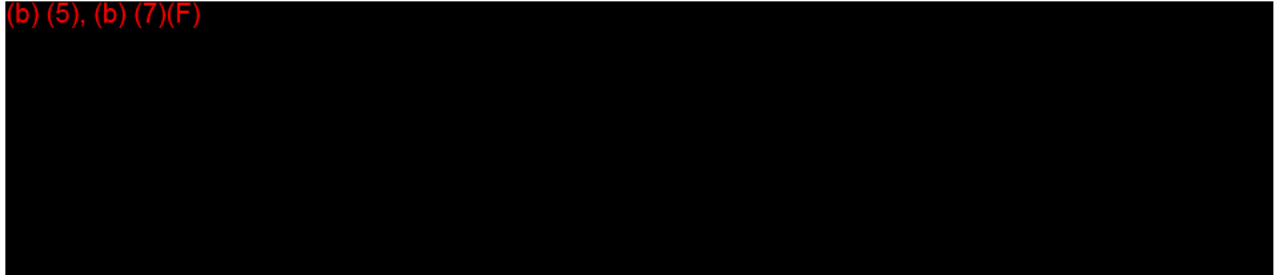
(b) (5), (b) (7)(F)



(b) (5), (b) (7)(F)



(b) (5), (b) (7)(F)



SOLICITATION PROVISIONS  
(Acquisition of Leasehold Interests in Real Property)

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1. 552.270-1 - INSTRUCTIONS TO OFFERORS – ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY Alternate II (JUN 2011)

(a) Definitions. As used in this provision—

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing, writing or written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages. Offers must be:

- (i) Submitted on the forms prescribed and furnished by the Government as a part of this solicitation or on copies of those forms, and
- (ii) Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.

(2) Late proposals and revisions.

- (i) The Government will not consider any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:
  - (A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup>).



## Exhibit E

- (B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.
  - (C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays.
  - (D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.
  - (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and that the Contracting Officer determines that accepting the late offer would not unduly delay the procurement.
  - (F) It is the only proposal received.
- (ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in paragraphs (c)(2)(i)(A) through (c)(2)(i)(E) of this provision.
  - (iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
  - (iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
  - (v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(2)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.





## Exhibit E

- (vi) Notwithstanding paragraph (c)(2)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (vii) An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
- (viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.
- (3) Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.
- (4) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (5) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (6) The Government will construe an offer to be in full and complete compliance with this solicitation unless the offer describes any deviation in the offer.
- (7) Offerors may submit proposals that depart from stated requirements. Such a proposal shall clearly identify why the acceptance of the proposal would be advantageous to the Government. The proposal must clearly identify and explicitly define any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.
- (d) Restriction on disclosure and use of data. An offeror that includes in its proposal data that it does not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must meet both of the following conditions:
  - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a lease is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another



## Exhibit E

source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*.

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(e) Lease award.

- (1) The Government intends to award a lease resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
  - (2) The Government may reject any or all proposals if such action is in the Government's interest.
  - (3) The Government may waive informalities and minor irregularities in proposals received.
  - (4) The Government intends to evaluate proposals and award a lease without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
  - (5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
  - (6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
  - (7) The execution and delivery of the Lease contract by the Government establishes a valid award and contract.
  - (8) The Government may disclose the following information in post award debriefings to other offerors:
    - (i) The overall evaluated cost or price and technical rating of the successful offeror;
    - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
    - (iii) A summary of the rationale for award including the Net Present Value calculation results.
- (f) Paperwork collection. The information collection requirements contained in this solicitation/contract are either required by regulation or approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.



## Exhibit E

### 2. 52.222-24 - PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

### 3. PARTIES TO EXECUTE LEASE (APR 2015)

- (a) If the Lessor is an individual, that individual shall sign the lease. A lease with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as \_\_\_\_\_ [insert name of firm]."
- (b) If the Lessor is a partnership, the lease must be signed in the partnership name, followed by the name of the legally authorized partner signing the same, and a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.
- (c) If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority to so act shall be furnished.
- (d) If the Lessor is a joint venture, the lease must be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this provision for each type of participant. When a corporation is participating in the joint venture, the corporation shall provide evidence that the corporation is authorized to participate in the joint venture.
- (e) If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of the power of attorney, or other evidence to act on behalf of the Lessor, must accompany the lease.

### 4. 52.233-2 - SERVICE OF PROTEST (SEP 2006) (VARIATION)

(Applies to leases over \$150,000 average net annual rental, including option periods.)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address shown elsewhere in this solicitation.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### 5. 52.215-5 - FACSIMILE PROPOSALS (OCT 1997)

- (a) Definition. "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: [insert telephone number].



## Exhibit E

- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--
- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
  - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
  - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

### 6. FLOOD PLAINS (JUN 2012)

A Lease will not be awarded for any offered Property located within a 100-year floodplain unless the Government has determined that there is no practicable alternative. An Offeror may offer less than its entire site in order to exclude a portion of the site that falls within a floodplain, so long as the portion offered meets all the requirements of this RLP. If an Offeror intends that the offered Property that will become the Premises for purposes of this Lease will be something other than the entire site as recorded in tax or other property records the Offeror shall clearly demarcate the offered Property on its site plan/map submissions and shall propose an adjustment to property taxes on an appropriate pro rata basis. For such an offer, the LCO may, in his or her sole discretion, determine that the offered Property does not adequately avoid development in a 100-year floodplain.



**GENERAL CLAUSES**  
**(Acquisition of Leasehold Interests in Real Property)**

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

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# Exhibit F

DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
	47	552.219-73	GOALS FOR SUBCONTRACTING PLAN

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

**1. SUBLETTING AND ASSIGNMENT (JAN 2011)**

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

**2. 552.270-11 SUCCESSORS BOUND (SEP 1999)**

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

**3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)**

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

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**4. 552.270-24 STATEMENT OF LEASE (SEP 1999)**

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

**5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)**

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

**6. 552.270-26 NO WAIVER (SEP 1999)**

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

**7. INTEGRATED AGREEMENT (JUN 2012)**

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

**8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)**

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

**9. DELIVERY AND CONDITION (JAN 2011)**

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

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## Exhibit F

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

### 10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

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**11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)**

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

**12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)**

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

**13. FIRE AND CASUALTY DAMAGE (JUN 2016)**

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within 60 days of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

**14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)**

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own

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## Exhibit F

expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

### 15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

### 16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

### 17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

*This clause is incorporated by reference.*

### 18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

*This clause is incorporated by reference.*

### 19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

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(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

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(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

## 20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

## 21. PAYMENT (MAY 2011)

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(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:  $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

### 22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

*This clause is incorporated by reference.*

### 23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

*This clause is incorporated by reference.*

### 24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

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**25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

*This clause is incorporated by reference.*

**26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

*This clause is incorporated by reference.*

**27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)**

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
- (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
GSA Office of Inspector General "FRAUDNET HOTLINE"	Contracting Officer

(Contracting Officer shall insert—

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
- (ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

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**28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)**  
(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

**29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)**  
(Applicable when cost or pricing data are required for work or services over \$750,000.)  
*This clause is incorporated by reference.*

**30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)**

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

- (1) Material quantities and unit costs;
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
- (3) Equipment costs;
- (4) Worker's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

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(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

### 31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

### 32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

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**33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)  
*This clause is incorporated by reference.*

**34. 52.233-1 DISPUTES (MAY 2014)**

*This clause is incorporated by reference.*

**35. 52.222-26 EQUAL OPPORTUNITY (APR 2015)**

*This clause is incorporated by reference.*

**36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**

*This clause is incorporated by reference.*

**37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

(Applicable to leases exceeding the micro-purchase threshold.)  
*This clause is incorporated by reference.*

**38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)**

(Applicable to leases \$150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)**

(Applicable to leases over \$15,000 total contract value.)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

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40. **52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)**  
(Applicable to leases \$150,000 or more, total contract value.)  
*This clause is incorporated by reference.*
41. **52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)**  
(Applicable to leases over \$35,000 total contract value.)  
*This clause is incorporated by reference.*
42. **52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**  
(Applicable if over \$750,000 total contract value.)  
*This clause is incorporated by reference.*
43. **52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**  
(Applicable to leases over the Simplified Lease Acquisition Threshold.)  
*This clause is incorporated by reference.*
44. **52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015)**  
(Applicable to leases over \$700,000 total contract value.)  
*This clause is incorporated by reference.*
45. **52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**  
(Applicable to leases over \$700,000 total contract value.)  
*This clause is incorporated by reference.*
46. **52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)**  
(Applicable if over \$30,000 total contract value.)  
*This clause is incorporated by reference.*
47. **552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005), ALTERNATE I (SEP 1999)**  
(Applicable if over \$700,000 total contract value.)  
*This clause is incorporated by reference.*

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Exhibit G

PROPOSAL TO LEASE SPACE		REQUEST FOR LEASE PROPOSALS (RLP) NUMBER	17-CENSUS	DATED	3-5-2018	
SECTION I - DESCRIPTION OF PREMISES						
1. BUILDING DESCRIPTION	a. BUILDING NAME 18400 Eaton Place		b. BUILDING STREET ADDRESS 18400 Eaton Pl			
c. CITY Fairfax	d. STATE VA	e. 9-DIGIT ZIP CODE 22030		f. CONGRESSIONAL DISTRICT VA11		
2a. FLOORS OFFERED	2b. TOTAL NUMBER OF FLOORS IN BUILDING	3. TOTAL RENTABLE SPACE IN OFFERED BUILDING				
N/A	5	a. GENERAL PURPOSE (Office) 185224 SF	b. WAREHOUSE SF	c. OTHER SF		
4. LIVE FLOOR LOAD Pounds per SF	5. MEASUREMENT METHOD ANSI/BOMA [X] OTHER [ ]	6. YEAR OF LAST MAJOR RENOVATION (if applicable) 2015	7. BUILDING AGE 40	8. SITE SIZE N/A SF 3.53 Acres		
SECTION II - SPACE OFFERED AND RATES						
9. ANSI/BOMA OFFICE AREA SQUARE FEET (ABOA)	N/A	10. RENTABLE SQUARE FEET (RSF)	N/A	11. COMMON AREA FACTOR (CAF)	1.17	
<p>"Tenant Improvements" are all alterations for the Government-designated area above the building shell buildout, excluding costs identified as tenant improvements in the Security Unit Price List. Building Specific Amortized Capital (BSAC) is the sum of costs identified as such in the Security Unit Price List. Neither the Tenant Improvements as stated in Block 12, nor the BSAC as stated in Block 13, are to be included in the shell rent. It is expected that the tenant buildout will be fully amortized at the end of the firm term, and the rent will be reduced accordingly. Any desired rent increases or decreases beyond the firm term of the lease should be reflected in the shell rate and fully explained as part of this written proposal. If Tenant Improvements or BSAC improvements are to be amortized beyond the firm term, those calculations must be itemized as part of this written proposal. The Offeror may attach additional pages as necessary.</p>						
	a.	b.	c.	d.	e.	f.
	BUILD-OUT COSTS PER CATEGORY	AMORTIZATION TERM	AMORTIZATION INTEREST RATE (%)	ANNUAL RENT \$ PER RSF	ANNUAL RENT \$ PER ABOA SF	NO. YEARS RATE IS EFFECTIVE
12. TENANT IMPROVEMENTS (per RLP requirements)	See Rate Structure	See Rate Structure	See Rate Structure	See Rate Structure	See Rate Structure	See Rate Structure
13. BSAC (per RLP requirements detailed on Security Unit Price List)	See Rate Structure	See Rate Structure	See Rate Structure	See Rate Structure	See Rate Structure	See Rate Structure
14. SHELL BUILD-OUT (per RLP requirements)	See Rate Structure					
15. TOTAL BUILD-OUT COSTS	See Rate Structure					
16. SHELL RENT (including current real estate taxes. Refer to Line 28 on GSA Form 1217)				See Rate Structure	See Rate Structure	See Rate Structure
17. OPERATING COSTS (Refer to Line 27 on GSA Form 1217)				See Rate Structure	See Rate Structure	See Rate Structure
18. TOTAL RATE/SF				See Rate Structure	See Rate Structure	See Rate Structure
19. TOTAL ANNUAL RENT				See Rate Structure		
	PER SF RATE	FOR YEARS	PER SF RATE	FOR YEARS	PER SF RATE	FOR YEARS
20. STEP RENT (SHELL RATES)	\$ _____/RSF \$ _____/ABOA	____ Thru ____	\$ _____/RSF \$ _____/ABOA	____ Thru ____	\$ _____/RSF \$ _____/ABOA	____ Thru ____
21. Parking	a. Number of parking spaces for the entire building, facility, which are under the control of the Offeror: 327 surface 0 structured 327 Total b. Number of parking spaces required by local code: 00 surface 00 structured 00 Total c. Number of parking spaces for Employee/Volunteer Use (per RLP): N/A surface N/A structured d. Number of parking spaces for Official Government Vehicles (per RLP): N/A surface N/A structured e. What is the monthly amount (\$) to be charged for? Monthly cost per space: \$ 0.00 Reserved surface \$ 0.00 Reserved structured \$ 0.00 Non-Reserved surface \$ 0.00 Non-Reserved structured					

SECTION III - LEASE TERMS AND CONDITIONS						
<b>22. INITIAL LEASE TERM</b> (Full Term)				<b>23. RENEWAL OPTIONS</b>		
a. Number of Years  See Rate Structure	b. Years Firm  See Rate Structure	c. Number of Days Notice for Government to Terminate Lease:  N/A	a. Shell Rate / RSP / Yr  N/A	b. Years Each  N/A	c. Number of Options  N/A	d. Number of Days Notice to Exercise Renewal Option:  N/A
<b>24. OFFER GOOD UNTIL AWARD</b>			<b>25. Space will be altered and delivered in accordance with the Government's specifications and requirements in accordance with the Request for Lease Proposals (RLP) and the lease.</b>			
<b>26. COMMISSIONS- (If applicable), ATTACH COMMISSION AGREEMENT</b>						
a. Tenant Representative Commission:  N/A %		b. Owner's Representative Commission:  N/A %		c. Schedule of Commission payments:  N/A % at lease award and N/A % at lease occupancy		
<b>27. OFFEROR'S TENANT IMPROVEMENT FEE SCHEDULE</b> See Rate Structure			<b>28. ADDITIONAL FINANCIAL ASPECTS OF THE LEASE</b>			
a. Architectural/Engineering fees will be (choose one): <input type="checkbox"/> 1. \$ _____ per ABOA SF <input type="checkbox"/> 2. _____ % of Total TI Construction Costs <input type="checkbox"/> 3. \$ _____ flat fee  b. Lessee's Project Management fees will be _____ percent of Total TI construction costs  c. If other fees are applicable, state as per ABOA square foot in the space below, or if using a percentage, state basis for determining the fee.  The Government will add the cost of the proposed TI fees to the net present value of the offered rental rate as described in the RLP's Present Value Price Evaluation paragraph. This schedule will be applicable for Tenant Improvements.			Adjustment for Vacant Premises: \$ 1.50 per ABOA SF HVAC Overtime Rate: \$ See Rate Structure per hour per ( ) zone ( ) floor ( ) space (choose one) For rates based on a "per zone" basis, provide the following: Number of zones in offered Space: N/A Areas requiring 24 hour HVAC (LAN, etc.): per ABOA SF  *Only applies when the Government requires separate reimbursement for 24 hour HVAC as described under Section 1 of the Lease. Otherwise, include this cost in the operating rent, as described under Section 6 of the Lease.  Building's Normal Hours of HVAC Operation: Monday - Friday 7:00 AM to 6:00 PM Saturday 9:00 AM to 1:00 PM Sunday _____ to _____ N/A % Percent of Government Occupancy: Current Year Taxes: \$ N/A YES NO Based on fully assessed value? N/A YES NO Is the offered space part of multiple tax bills? N/A YES NO If so, provide tax ID numbers and square footage for each. Attach the legal description of the offered property. If a site is offered, state the total land cost: \$ N/A			
<b>29. FREE RENT INCLUDED IN OFFER</b> See Rate Structure 1. _____ months free rent (includes shell, operating, TI and HVAC rent) 2. Other rental concessions structured as follows _____ 3. None			<b>30. LIST OF ATTACHMENTS SUBMITTED WITH THIS OFFER</b> (See RLP requirements)			
<b>31. ADDITIONAL REMARKS OR CONDITIONS WITH RESPECT TO THIS OFFER</b>						
SECTION IV - OWNER IDENTIFICATION AND CERTIFICATION						
<b>32. RECORDED OWNER</b>						
a. Name  PDC Easton Place LLC	b. Address  c/o Polinger 5530 Wisconsin Avenue, Suite 3000 Chase	c. City  Maryland	d. State  Maryland	e. ZIP + 4  20815	f. DUNS Number  060690355	
<b>33. BY SUBMITTING THIS OFFER, THE OFFEROR AGREES UPON ACCEPTANCE OF THIS PROPOSAL BY THE HEREIN SPECIFIED DATE, TO LEASE TO THE UNITED STATES OF AMERICA, THE PREMISES DESCRIBED, UPON THE TERMS AND CONDITIONS AS SPECIFIED HEREIN, IN FULL COMPLIANCE WITH AND ACCEPTANCE OF THE AFOREMENTIONED RLP, WITH ATTACHMENTS.</b> <input checked="" type="checkbox"/> I have read the RLP with attachments in its entirety and am requesting no deviations.						
<b>34. OFFEROR'S INTEREST IN PROPERTY</b>		<b>OWNER</b> [X]	<b>AGENT</b> [ ]	<b>OTHER (Specify)</b>		
<b>35. OFFEROR</b> <input type="checkbox"/> Check if same as Recorded Owner						
a. Name  Rebecca Stallone	b. Address  8530 Wisconsin Avenue, Suite 1000	c. City  Chevy Chase	d. ST  MD	e. ZIP  20815		
f. Title  N/A	g. E-Mail Address:  rstallone@polingerco.com	h. Telephone Number  3019689159 extension				
i. Offeror's Signature  <i>Rebecca Stallone</i>				j. Date Signed _____ Signed and submitted on 3-4-2016		

ATTACHMENT TO GSA FORM 1364C LEASE PROPOSAL DATA		REQUEST FOR LEASE PROPOSAL NO.	DATE:
1	<b>Offeror's Interest in the Property:</b> <input checked="" type="checkbox"/> Fee owner <input type="checkbox"/> Other: <b>Attach evidence of Offeror's interest in property (e.g., deed) and representative's authority to bind Offeror.</b>		
2	<b>Flood Plains: (See RLP for minimum requirements)</b> The Property is <input type="checkbox"/> in a base (100-year) flood plain <input type="checkbox"/> in a 500-year flood plain <input type="checkbox"/> not in a flood plain.		
3	<b>Seismic Requirements: (See RLP for minimum requirements)</b> <input type="checkbox"/> RLP does not contain seismic requirements. No documentation required. <input type="checkbox"/> RLP contains seismic requirements. The Building <input type="checkbox"/> Fully meets seismic requirements or meets an exemption under the RLP <input type="checkbox"/> Does not meet seismic requirements, but will be retrofitted to meet seismic requirements <input type="checkbox"/> Will be constructed to meet seismic requirements <input type="checkbox"/> Will not meet seismic requirements		
4	<b>Historic Preference: The Building is a</b> <input type="checkbox"/> Historic property within a historic district. <input type="checkbox"/> Non-historic property within a historic district. <input type="checkbox"/> Historic property outside of a historic district. <input checked="" type="checkbox"/> None of the above. <i>(See RLP for minimum requirements)</i>		
5	<b>Asbestos: (See RLP for minimum requirements)</b> <input type="checkbox"/> Contains no ACM, or contains ACM in a stable, solid matrix that is not damaged or subject to damage. <input type="checkbox"/> Contains ACM not in a stable, solid matrix.		
6	<b>Fire/Life Safety: (See RLP for minimum requirements)</b> The Property <input type="checkbox"/> Meets <input type="checkbox"/> Does not meet Lease fire/life safety standards.		
7	<b>Accessibility: (See RLP for minimum requirements)</b> The Property <input type="checkbox"/> Meets <input type="checkbox"/> Does not meet Lease accessibility standards.		
8	<b>ENERGY STAR®: The Building</b> <input type="checkbox"/> Has received the ENERGY STAR® Label within the past twelve months. Date: <input checked="" type="checkbox"/> Has not received the ENERGY STAR® Label within the past twelve months; the Offeror has evaluated energy savings measures and <input type="checkbox"/> Determined that none are cost effective. <input checked="" type="checkbox"/> Determined that the following are cost effective (List): Building is working on Energy Star submission.  <i>(See RLP and Lease documents for minimum requirements)</i>		
9	<b>Waiver of Price Evaluation Preference. A HUBZone small business concern (SBC) Offeror may elect to waive the price evaluation provided in Section 4 of the RLP. In such a case, no price evaluation preference shall apply to the evaluation of the HUBZone SBC, and the performance of work requirements set forth in Section 1 of the Lease shall not be applicable to a lease awarded to the HUBZone SBC Offeror under this solicitation. A HUBZone SBC desiring to waive the price evaluation preference should so indicate below.</b> <input type="checkbox"/> I am a HUBZone SBC Offeror and I elect to waive the price evaluation preference. <i>(See RLP and Lease documents for minimum requirements)</i>		

ADDENDUM to the System for Award Management (SAM)  
 REPRESENTATIONS AND CERTIFICATIONS (Acquisitions  
 of Leasehold Interests in Real Property)

Request For Lease Proposals  
 Number: 17-REG11

Dated  
 11/2/2016

*Complete appropriate boxes, sign the form, and attach the offer.*

*The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.*

**1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS (APR 2015)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
- (2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.

☐ Registration Active and Copy Attached

**2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (OCT 2013)**

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that--
  - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
  - (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer

or agent and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Contractor represents that—

- (1) It is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) It is ☐ is not ☒ a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

**3. Property Owner's DUNS NUMBER Enter number:**

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	NAME: <del>Rebecca Safford</del> John Gordon STREET: 5530 Wisconsin Avenue, Suite 1000 CITY, STATE, ZIP: Chevy Chase, MD 20815 (b) (6) Signature	3019689159  3/14/18 Date

*[Handwritten signature]*

**PART A**  
**10400 EATON PLACE**  
**FAIRFAX, VA**

**PREPARED BY:**  
**KEITH H. POWELL, PE**  
**PFP ENGINEERING AND DESIGN, INC**  
**301-371-3502**

Building Name:	10400 Building
Building Address:	10400 Eaton Place
City:	Fairfax
State:	VA
9-Digit Zip Code:	22030

a. Identify each floor on which space is offered and the square footage of space offered to the Government:

Floor	4
SF(Gross)	7300

b. Identify the number of floors in the building starting at the street floor: 5

c. Identify the number of floors in the building below the street floor: 1-partial

d. Identify which floor(s) in the building permit reentry from the exit stair enclosure to the interior of the building: Stair doors are unlocked on fire alarm

<input type="checkbox"/> Restaurants	<input type="checkbox"/> Laboratories	<input type="checkbox"/> Storage	<input type="checkbox"/> Retail	<input type="checkbox"/> Parking Garage	<input type="checkbox"/> Other (list)
--------------------------------------	---------------------------------------	----------------------------------	---------------------------------	---	---------------------------------------

Please Check YES, NO, or NA to the following questions:	YES	NO	NA
a. Is an automatic fire sprinkler system installed throughout the building?	✓		
b. If automatic fire sprinklers are installed within the building, is the automatic fire sprinkler system maintained in accordance with the applicable local codes or NFPA 25, <i>Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems</i> ?	✓		

Please Check YES, NO, or NA to the following questions:	YES	NO	NA
a. Is a fire alarm system installed in the building?	✓		
b. Is an emergency voice/alarm communication system installed in the building?	✓		
c. If a fire alarm system is installed in the building, are audible devices (e.g., horns, bells, speakers, etc.) installed on the floor in which the offered space is located in the building?	✓		
d. If a fire alarm system is installed in the building, are strobe devices installed on the floor in which the offered space is located in the building?	✓		
e. If a fire alarm system is installed in the building, is the fire alarm system over 25 years old?		✓	
f. If a fire alarm system is installed in the building, does the operation of the fire alarm system automatically notify the local fire department, remote station, or UL listed central Station?	✓		
g. If a fire alarm system is installed in the building, is the fire alarm system maintained in accordance with the applicable local codes or NFPA 72, <i>National Fire Alarm and Signaling Code</i> .	✓		

Please Check YES, NO, or NA to the following questions:	YES	NO	NA
a. Are the exit signs installed in the paths of egress travel to the exit stairs or exits?	✓		
b. Is emergency lighting installed in the paths of egress travel to the exit stairs or exits?	✓		





c. If an emergency lighting system is installed in the building, is the emergency lighting system arranged to provide illumination automatically in the event of any interruption of the building's normal lighting system?	✓		
<b>VII. ELEVATORS</b>			
<b>Please Check YES, NO, or NA to the following questions:</b>	<b>YES</b>	<b>NO</b>	<b>NA</b>
Are elevators installed in the building?	✓		
If elevators are installed in the building, are the elevator cars equipped with a telephone or another two-way communication system?	✓		
If elevators are installed in the building, are the elevator recalled by smoke detectors located in elevator lobbies and elevator machine rooms.	✓		
<b>VIII. ADDITIONAL INFORMATION</b>			

<b>OFFEROR'S STATEMENT</b>	
I hereby attest that the above information is complete and accurate to the best of my knowledge.	
Signature: (b) (6)	Date: 11-16-17
Printed Name:	_____
Title:	_____
Name of Firm:	_____

*Joe Kelly*



The chief engineer assisted during the survey. The building is occupied by multiple private tenants throughout. The building was constructed in 1970's with a major renovation in 1993. This survey was performed for a potential lease on the 4<sup>th</sup> floor, suite 450.

#### GENERAL GSA BUILDING INFORMATION

- A. Certificate of Occupancy: City of Fairfax did not provide certificates of occupancy when the building was originally constructed
- B. Any local citations or violations: None noted
- C. Exterior Photos: Provided
- D. Drawings: General stair and elevator locations provided.

1. Stories Above Grade: 5

2. Stories Below Grade: 1 - mechanical equipment including primary electric rooms and the EMRs

3. Floors Offered to Government: 4

4. Height of Highest Offered Floor: Estimated - 36 feet

5. Types of Occupancies on Each Floor:

Service Equipment: Level B

Offices: 1-5

Mechanical - Roof

6. Approximate Gross Area per Floor: 22,000 Square Feet

7. Construction Type: IBC Type IIA; NFPA Type II (111) - minimum

Floors: Post tension concrete

Columns: Concrete encased steel

Roof: Concrete

#### 8. TENANT SEPARATIONS:

N/A

#### 9. SMOKE DETECTORS:

Type: Photoelectric

Purpose: Elevator recall; General building alarm

Location: Underside of ceilings in elevator lobbies

Smoke detectors are provided at all elevator lobbies (none in EMR). The primary level of recall is reportedly the first floor. The alternate level of recall is reportedly the second floor. Duct smoke detectors are also provided.

#### 10. HEAT DETECTORS:

Heat detectors have not been provided in the elevator machine rooms as there is no sprinkler protection.

#### 11. FIRE DETECTORS: None

#### 12. EMERGENCY LIGHTING:

Type: Fluorescent lighting fixtures

Locations: Throughout tenant areas, corridors and at the landings in the stairs

Circuits connected to the emergency generator provide the emergency lighting for the building. The emergency generator is located exterior to the building at grade. Lighting includes the stair fixtures, the common corridors and minimal fixtures throughout the individual lease areas.

#### 13. EXIT SIGNAGE:



Visibility: Illuminated  
Secondary Power Source: Emergency generator  
Type: Back-lit, with green lettering

**14. EMERGENCY GENERATOR: Model D125P1\_1 ~ Serial Number OLY00000PNAT00820**

Capacity: 125 kW capacity, New in 2003  
Location: Exterior in fenced area  
Fuel: Diesel with a 300 gallon belly tank  
Serves: Fire alarm, emergency lights, exit signs and one elevator at a time

The generator is run tested weekly by the building engineer. The last load bank test was performed July 15, 2016. Per NFPA 110, Section 8.4.9 Level 1 Emergency Power Supply Systems shall be tested at least once within every 36 months so the load bank testing is up-to-date. Alban Cal provides the service for the generator.

**15. FIRE SUPPRESSION:**

**AUTOMATIC SPRINKLERS:** Yes, complete protection with exception of EMRs and the electrical rooms.

Types: Wet pipe system- Control valves located in stairs  
Location: Throughout building  
Spacing: Light; Ordinary  
Hydraulics: 0.1 gpm/ft<sup>2</sup> over 1500 SF for offices  
Fire Department Siamese Connection: North side of building  
Waterflow Switch: Connected to building fire alarm system  
Tamper Switch: Connected to building fire alarm system  
Floor Control Valve Type: Butterfly with built-in tamper  
Testing Frequency: Flow switches tested quarterly

Sprinklers throughout the building include standard coverage. The sprinkler system is combined with the standpipe system. The building is completely sprinkler protected. Each stair is provided with a standpipe riser. The elevator machine room is not sprinkler protected.

Adcock is responsible for the testing of the flow switches quarterly and fire pump flow test

**FIRE PUMP FLOW TEST:**

Pump was replaced and accepted by City of Fairfax on June 13, 2016. Pump exercised weekly by building engineer. Documentation for the annual test is required.

**SIZE INTO BUILDING FOR FIRE PROTECTION (IN.):** 1-6" for fire protection

**STANDPIPES:** Combined sprinkler/standpipe

Riser Size: 6"  
Outlet Size: 2-1/2", three/floor  
Outlet Hose: None  
Fire Department Siamese Connection: North side of building

**FIRE PUMP DATA:** Peerless Model 4AEF11G, Serial number 9927108684-10-A

Size: 500 gpm at 50 psi  
Power: Electric  
Location: Level B1  
Supervisory: Control valves fitted with tamper switches, Fire pump running and fire pump fault connected to FACP as supervisory signals  
Testing Frequency: Weekly run test  
Jockey Pump: Yes  
NFPA 20 Met: Yes  
Maintenance Contractor: Adcock, last annual fire pump test date 6/13/2016  
There are no pressure related concerns with the fire pump.



**FIRE EXTINGUISHERS:**

Location: Throughout tenant spaces and mechanical areas

Annual Service: December, 2016 serviced by ACE

Type: Multi-purpose Dry Chemical

**OTHER SUPPRESSION SYSTEMS:**

None required or provided in potential lease area

16. **FIRE ALARM SYSTEM:** Yes, the fire alarm system is designed as a general evacuation system. There is no fire alarm control room, the building was not designed with the high-rise package as it only has five stories above grade and less than 75-feet from the lowest level of fire department access to the highest occupied floor. The fire alarm panel is located in the basement electrical room and has been replaced. The new system was accepted on 12/16/2015 by Fairfax. Bells and strobes are provided throughout. The panel is a Notifier NFS-320. The next annual test is scheduled for 11/14/2017.

Connection to Central Station: Yes

Name: Datawatch

Manufacturer (Type/Model): Notifier NFS-320

No. of Initiating Zones: Multiple, addressable system

Annunciator: Yes, in main entrance lobby

FACP: In basement electrical room

Audibility Problems: None indicated by occupants

Secondary Power Source: Battery and charger; Emergency generator

**FIRE COMMAND STATION:** A fire control room has not been provided for the building. The FACP is located on Level B1.

**INITIATING DEVICES:**

**Manual Pull Station:** At stairs and exit doors, typically three per floor.

**Smoke Detectors:** Smoke detectors provided in elevator lobbies for recall. They are provided in telephone, telephone/electric, and janitor's closets for general alarm

Type: Spot

Purpose: Elevator recall; spot detection, duct detectors

Location: Elevator lobbies, electric rooms each floor, telephone/electric room each floor, and janitors closet each floor and the roof top air handlers.

**Water Flow:** Located in stairs

Type: Vane type

Location: In stair

Valve Supervision: Provided in stair

Location: Sprinkler control valves (butterfly type) in stair and at fire pump (OS&Y provided with stem type tamper)

**NOTIFICATION DEVICES:**

**Bells:**

Location: Corridors and offices

**Strobes Lights:**

Location: Corridors and offices

The fire alarm system is designed for general evacuation. Initiating devices include the sprinkler flow switches, smoke detectors, and manual pull stations. Upon activation of any of the initiating devices, the bells and flashing strobes are indicated throughout the building. The fire alarm is tested annually by Adcock

**17. EXITING:**

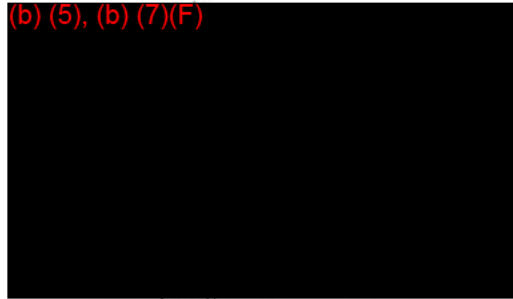
**SCISSOR STAIRS:** N/A

**GENERAL:** The building is provided with three exit stairs. The building has a "bat wing" shape. There is a center stair and then a stair in each wing of the building. The remoteness is adequate. One stair will be located within the federal space and the



next closest stair will be the center stair near the core of the building providing a remoteness of 38%. The Life Safety Code requires a minimum remoteness of 33%. The Virginia Uniform Statewide Building Code requires at least 25% remoteness.

(b) (5), (b) (7)(F)



Is and/or gypsum wallboard.

	Stair #1 (5-1)	Stair #2(5-B)	Stair #3(5-1)
Width(in)	44		
Tread(in)			
Riser(in)		7	
		Exit passageway	

1 at the top flight  
continue to the 1

level via an exit

above plane of

**CALCULATED OCCUPANT LOAD PER FLOOR:** ~220 based on 100 SF/person

**EXIT CAPACITY:** 146 persons per stair section based on 3 in/person. Total exit capacity of both stairs is 436.

**EXIT REMOTENESS:** Stair remoteness is 38%. The Virginia Statewide Uniform Building Code requires a separation of at least 25% for a fully sprinklered building. The Life Safety Code requires a separation of at least 33%. The building meets both code requirements for remoteness.

aired at time of

**EXIT STAIRWAY ENCLOSURES:** Stair is enclosed with masonry and/or gypsum walls. The doors are self-closing having a 1-1/2 hour indicated fire rating.

Two handwritten signatures in blue ink at the bottom of the page.

**STAIR IDENTIFICATION SIGNS:** Not Acceptable

**SPECIAL LOCKS:** Where locked, release upon activation of fire alarm. Door control feature provided at main lobby.

**GATES (stairs):** A gate is not provided at the first floor to prevent occupants from traveling beyond the level of discharge to B for Stair #2-center stair.

**18. Elevators:**

**Number:** Elevators 1-3

**Certificates:** The current elevator certificate is valid through 12-31-2017.

**Elevator Recall:** Elevator recall is provided. The first floor is the primary level of recall and the second floor is the alternate level.

**Shunt Trip:** Shunt trip has not been provided for the EMRs as the rooms are not sprinkler protected.

**Telephone In Cab:** An automatic dialer is provided in each cab and connected to Datawatch.

The elevators are to be upgraded next year. Upon the upgrade, the City of Fairfax will require them to be sprinkler protected as well as smoke detection in the EMR and likely the shaft.

Handwritten signature and initials in blue ink, consisting of a stylized 'S' followed by a large 'A' with a diagonal slash through it.

## FINDINGS AND RECOMMENDATIONS

- 001 Finding: The stairs are not provided with the correct interior signage.  
Recommendation: Provide the following stair signage for both exit stairs:  
(A) The stairs shall be provided with special signage within the enclosure at each floor landing.  
(B) The signage shall indicate the floor level.  
(C) The signage shall indicate the terminus of the top and bottom of the stair enclosure.  
(D) The signage shall indicate the identification of the stair enclosure.  
(E) The signage shall indicate the floor level of, and the direction to, exit discharge.  
(F) The signage shall be located inside the enclosure approximately 60 in. above the floor landing in a position that is visible when the door is in the open or closed position.  
(G) The signage shall comply with 7.10.8.1 and 7.10.8.2 of this Code.  
(H) The floor level designation shall also be tactile in accordance with ICC/ANSI A117.1, *American National Standard for Accessible and Usable Buildings and Facilities*.  
(I) The signage shall be painted or stenciled on the wall or on a separate sign securely attached to the wall.  
Reference: NFPA 101, Section NFPA 101, 7.2.2.5.4.1(P)
- 002 Finding: The firestopping is missing in many of the electrical and telephone/communication closets located in the building as well as the main electrical room in the basement. The electrical rooms are not sprinkler protected emphasizing the necessity to properly seal the rooms.  
Recommendation: Survey all floors repair all of the firestopping protecting the vertical and horizontal penetrations.  
Reference: IBC/2015 edition, Section 714.3.1
- 003 Finding: There are several painted sprinklers located in the basement elevator room adjacent to the electrical room.  
Recommendation: Replace all painted sprinklers with new sprinklers.  
Reference: NFPA 13, 2016 Edition, Chapter 5
- 004 Finding: A gate is required at the landing on the first level of Stair #2 to indicate the discharge at the first level. The other stairs do not continue to the basement so no gates required in those locations.  
Recommendation: Provide a gate or other physical barrier at the top of the flight of stairs leading to the basement so the occupants discharge at the first floor of Stair #2.  
Reference: NFPA 101, Section 7.7.3.2
- 005 Finding: The fire pump is tested weekly and replaced in June 11, 2016. An annual flow test is required.  
Recommendation: Provide annual fire pump flow test.  
Reference: NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems, Table 8.1



### STATEMENT OF FIRE PROTECTION ENGINEER (FPE)

I hereby attest that I have performed a full assessment of the subject premises; and that the above information is complete and accurate to the best of my knowledge. I have initialed at the bottom of each page. My official stamp, professional license information, and signature are affixed below.

I have included findings, recommended corrective action(s), and made specific references to the applicable code sections as an attachment to this report. Such findings specifically identify instances where the building does not comply with the specified criteria, and recommendations have been made in order to rectify the situation and assure substantial compliance of the building to all applicable criteria.

(If no deficiencies were identified, during the evaluation, please explicitly state so in the findings and recommendations portion of the report.)

Signature: (b) (6) Date: November 15, 2017  
Printed Name: Keith H. Powell  
Name of Firm: PFP Engineering and Design, Inc (301) 371-3502  
License Number: VA 036893  
Stamp Here:



### OFFEROR'S STATEMENT OF CORRECTION

In the event any of the offered space does not meet the above criteria, the Offeror shall attach a sheet describing the exact nature of the deficiency, and the Offeror shall attest below that all work required to bring the offered space into full compliance with all applicable criteria will be completed at the Offeror's sole cost and expense prior to the Government's acceptance of the offered space under the terms of any prospective lease agreement.

**NOTE: REPORTS SUBMITTED WITHOUT THE FPE'S FINDINGS, RECOMMENDED CORRECTIVE ACTIONS AND CODE REFERENCES WILL BE RETURNED WITHOUT REVIEW BY THE GSA REGIONAL FIRE PROTECTION ENGINEERING OFFICE.**

Signature: (b) (6) Date: 11-16-17  
Printed Name: \_\_\_\_\_  
By: PDC Eaton Place LLC  
Title: By: Polinger Company, Owner's Agent  
By: Petrine M. Squires, CPM  
Name of Firm: \_\_\_\_\_


A handwritten signature in blue ink, appearing to be "JH" followed by a stylized flourish.





*[Handwritten signature]*

(b) (5), (b) (7)(F)



**Authorized Representatives: GSA AAAP Regional Contacts for Census 2020****REGION 1**

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Tracy Misch  
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(415) 760-9225 (cell)  
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**REGION 10**

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(253) 306 - 0684 (cell)  
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**REGION 11**

Designated AAAP LCO  
Attention: Edwin Gotico  
301 7th Street, SW  
Washington, DC 20024-0001

Edwin Gotico  
(202) 690-9483 (office)  
(202) 734-8613 (cell)  
EDWIN.GOTICO@GSA.GOV

**CENTRAL OFFICE**

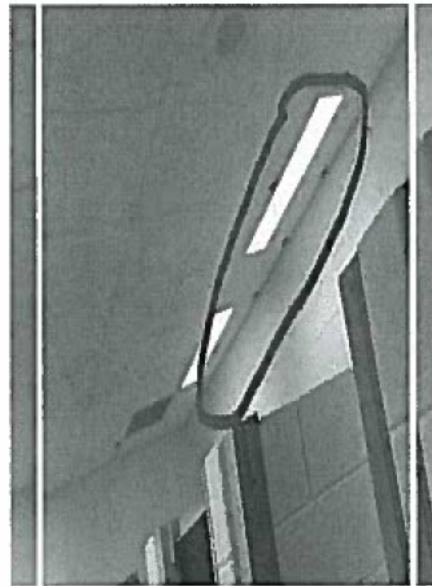
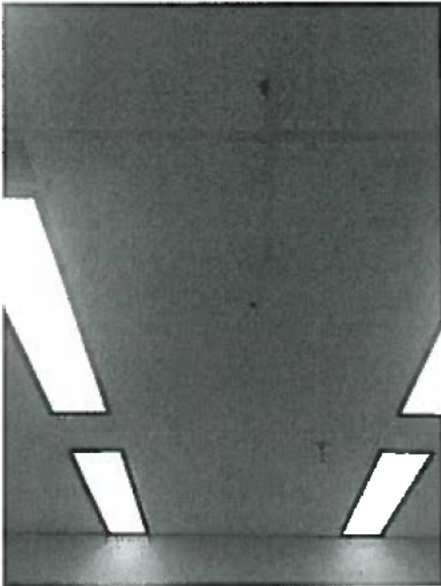
Gina DiTommaso or P. J. Brennan  
1800 F Street, NW  
Washington, DC 20405  
(202) 501-0731 (office)  
AAAP.MANAGER@GSA.GOV

**The Government has determined that certain existing space conditions are acceptable, as follows:**

*Photographs are intended for illustrative purposes only and are not meant to represent exhaustive examples of acceptable existing space conditions.*

1. **Ceiling-**Stained, broken, chipped, cracked, discolored ceiling tiles with up to 2inch holes may be acceptable "as-is," as determined by the Lease Contracting Officer (LCO). Wet, moldy, or missing tiles, or tiles with strong smells, will not be acceptable. Stains which appear to result from prior water damage will be acceptable only to the extent that the Lessor has taken corrective action to eliminate future damage. Roof leaks or other water penetrations will not be acceptable.

**Acceptable: Holes/chips/cracks**



24/11/20

Acceptable: Dried stains or discoloration (prior roof leaks or water penetration must be corrected)



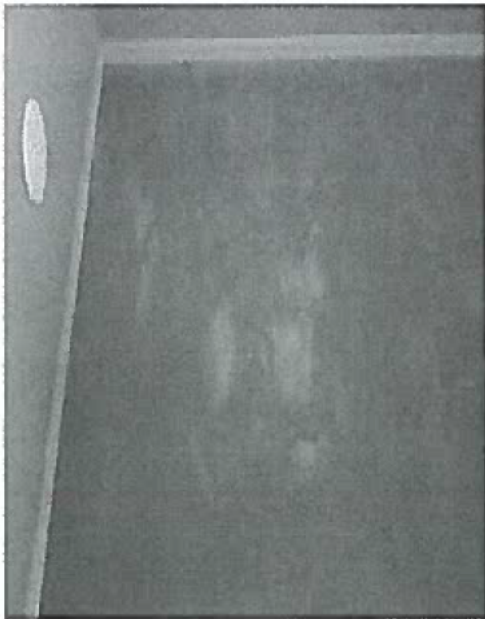
2. Carpet-Carpet stains may be acceptable "as-is," as determined by the LCO. Carpet that is worn, torn, frayed, or that contains holes or missing carpet tiles will not be acceptable. Carpet that is wet or moldy, or having strong smells, or oil/gas/solvent stains/ smells will not be acceptable. All existing carpeting must be thoroughly cleaned.

Acceptable: Carpet stains (no mold or smells)



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3. Other Flooring-Concrete floors without carpet may be acceptable "as-is" for the storage room only.

Acceptable: Concrete flooring for storage room

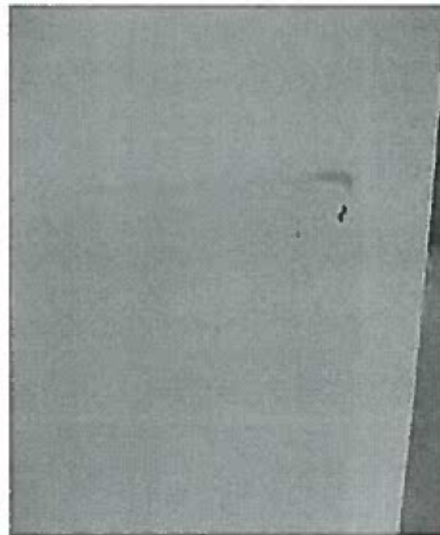
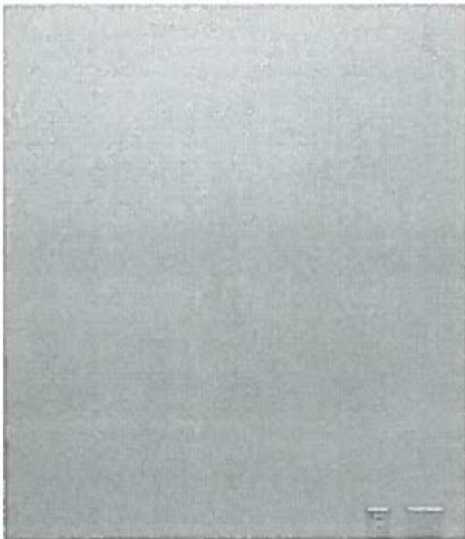


*[Handwritten signature]*



4. **Cabling**-Existing concealed cabling does not have to be removed. The Government **may** choose to accept and reuse existing CAT 5E or CAT 6 cabling. Such cabling must be tested, certified and warranted.
5. **Doors**-Doors **must** be functional and fully operational per code and NFPA 101 standards. Doors with nicks, stains or other cosmetic issues **may** be acceptable "as-is," as determined by the LCO. Door hardware must be added as needed for existing doors and frames.
6. **Drinking Fountains**-Water cooler dispensers **may** be substituted in lieu of drinking fountains.
7. **Partitions**-Partitioning **may** be acceptable without repainting or patching of nail holes, as determined by the LCO. Partitioning that is wet or moldy or having strong smells or oil/gas/solvent stains/smells **will not** be acceptable.

**Acceptable: Holes/nicks**



*[Handwritten signature]*

## Tenant Improvement Allowances for Census 2020 ACOs

Wave 1 Locations	TIA/ABOA SF
Albany, NY	(b) (4)
Atlanta, GA	
Bakersfield, CA	
Baton Rouge, LA	
Beaver Falls, PA	
Beckley, WV	
Billings, MT	
Birmingham, AL	
Bronx South, NY	
Caguas, PR	
Charlotte, NC	
Chicago Central, IL	
Columbus, OH	
Concord, NH	
Denver, CO	
Detroit, MI	
Fairfax, VA	
Gainesville, FL	
Harrisburg, PA	
Houston West, TX	
Indianapolis, IN	
Kansas City, MO	



## Exhibit L

Maricopa Central, AZ	(b) (4)	
Miami North, FL		
Milwaukee, WI		
Nashville, TN		
North Brooklyn, NY		
Oakland, CA		
Oklahoma County, OK		
Orange County, FL		
Providence, RI		
Raleigh, NC		
Riverside, CA		
Salem, OR		
San Antonio East, TX		
Savannah, GA		
Seattle, WA		
Trenton, NJ		
Van Nuys, CA		

Wave 2 Locations	TIA/ABOA SF
Akron, OH	(b) (4)
Albuquerque, NM	
Alexandria, VA	
Allentown, PA	
Annapolis, MD	

## Exhibit L

Arlington, TX	(b) (4)	
Asheville, NC		
Ashland, OH		
Atlantic City, NJ		
Augusta, ME		
Aurora, CO		
Austin, TX		
Baltimore, MD		
Bayamon, PR		
Bismarck, ND		
Boise, ID		
Boston, MA		
Brookhaven, NY		
Buffalo, NY		
Burlington, VT		
Cameron County, TX		
Casper, WY		
Charleston, SC		
Chicago, IL		
Chico, CA		
Cincinnati, OH		
Cleveland County, OK		
Cleveland, OH		

25 / A

# Exhibit L

Collin County, TX	(b) (4)	
Colorado North, CO		
Colorado Springs, CO		
Columbia, SC		
Columbus, GA		
Concord, CA		
Cook County, IL		
Coral Springs, FL		
Dallas County, TX		
Dallas, TX		
Danbury, CT		
Dayton, OH		
DeKalb County, GA		
Denton County, TX		
Des Moines, IA		
Douglasville, GA		
Dover, NJ		
Duluth, MN		
Durham, NC		
Eau Claire, WI		
Edison, NJ		
El Cajon, CA		
El Paso, TX		

# Exhibit L

Elgin, IL	(b) (4)	
Eugene, OR		
Evansville, IN		
Everett, WA		
Fayetteville, AR		
Fayetteville, NC		
Flagstaff, AZ		
Fort Bend County, TX		
Fort Lauderdale, FL		
Fort Myers, FL		
Fort Worth, TX		
Frederick, MD		
Fredericksburg, VA		
Ft. Wayne, IN		
Fullerton, CA		
Gainesville, GA		
Garden City, NY		
Green Bay, WI		
Greenville, NC		
Greenville, SC		
Gulfport, MS		
Gwinnett County, GA		
Harris County, TX		





## Exhibit L

Hartford, CT	(b) (4)	
Hidalgo County, TX		
Honolulu, HI		
Houston, TX		
Huntsville, AL		
Inglewood, CA		
Jackson, MS		
Jacksonville, FL		
Jefferson Parish, LA		
Jersey City, NJ		
Joliet, IL		
Kansas City, KS		
Knoxville, TN		
Lake County, IN		
Lakeland, FL		
Lansing, MI		
Laredo, TX		
Las Cruces, NM		
Las Vegas, NV		
Lawrence, MA		
Lexington, KY		
Lincoln, NE		
Little Rock, AR		

24/10/17

# Exhibit L

Long Beach, CA	(b) (4)	
Louisville, KY		
Lubbock, TX		
Macomb County, MI		
Macon, GA		
Madison, WI		
Maricopa County, AZ		
Mayaguez, PR		
Memphis, TN		
Merced, CA		
Miami South, FL		
Midland, MI		
Milwaukee, WI		
Minneapolis, MN		
Mobile, AL		
Montgomery County, TX		
New Castle, DE		
New Haven, CT		
New Orleans, LA		
New York, NY - Bronx North		
New York, NY - Central Queens		
New York, NY - E Brooklyn		
New York, NY - Manhattan North		

# Exhibit L

New York, NY - Manhattan South	(b) (4)	
New York, NY - NE Queens		
New York, NY - NW Queens		
New York, NY - S Brooklyn		
New York, NY - South Queens		
New York, NY - Staten Island, NY		
New York, NY - W Brooklyn		
Newburgh, NY		
Norfolk, VA		
Norristown, PA		
Nutley, NJ		
Oakland County, MI		
Ocala, FL		
Olympia, WA		
Ontario, CA		
Palm Springs, CA		
Pasadena, CA		
Paterson, NJ		
Peekskill, NY		
Pensacola, FL		
Peoria, IL		
Philadelphia, PA		
Pittsburgh, PA		

# Exhibit L

Pleasanton, CA	(b) (4)	
Portland, OR		
Provo, UT		
Quincy, MA		
Reading, PA		
Richmond, VA		
Roanoke, VA		
Rochester, MN		
Rochester, NY		
Sacramento, CA		
Salt Lake City, UT		
San Antonio, TX		
San Bernardino, CA		
San Diego, VA		
San Francisco, CA		
San Jose, CA		
San Mateo, CA		
Santa Ana, CA		
Santa Barbara, CA		
Santa Clarita, CA		
Santa Rosa, CA		
Seminole County, FL		
Shelbyville, TN		

## Exhibit L

Shreveport, LA	(b) (4)	
Sioux Falls, SD		
Skokie, IL		
South Gate, CA		
Spokane, WA		
Springfield, IL		
Springfield, MO		
St. Louis, MO		
St. Petersburg, FL		
State College, PA		
Stockton, CA		
Sunnyvale, CA		
Syracuse, NY		
Tacoma, WA		
Tampa, FL		
Taunton, MA		
Toledo, OH		
Toms River, NJ		
Towson, MD		
Tucson, AZ		
Tulsa, OK		
Tyler, TX		
Vista, CA		



## Exhibit L

Waco, TX	(b) (4)	
Waltham, MA		
Washington, DC		
West Covina, CA		
West Palm Beach, FL		
Wichita, KS		
Williamson County, TX		
Window Rock, AZ		
Winston-Salem, NC		
Worcester, MA		
Zanesville, OH		

A handwritten signature in blue ink, consisting of a stylized 'J' followed by a large 'A' and a long horizontal stroke.





September 25, 2017

Edwin Gotico  
AAAP LCO  
301 7<sup>th</sup> Street SW  
Washington, DC 22024

RE: ENERGY STAR  
10400 Eaton Place, Fairfax, Virginia

Dear Edwin:

PDC Eaton Place LLC acquired 10400 Eaton Place, Fairfax, Virginia in August 2015. Over the past two years, the owner has made a commitment towards improving the building physically and environmentally. A few of the projects undertaken by ownership are:

- Replace 100% of common area hallway lights with LED light fixtures
- 6,200 square feet of speculative suites with daylight sensors and/or LED light fixtures
- 7,000 square feet of new leasing which included daylight sensors and/or LED light fixtures
- 2,500 square feet of amenity area which include daylight sensors and LED fixtures
- Replacing all VAV boxes on the 2<sup>nd</sup> floor to make compatible with new energy management system. The new energy management system was installed in 2015.

In addition, the owner continues to commit time and funds towards additional electric savings which include:

- Fully modernize all three hydraulic elevators to combine the systems, make more efficient and potentially result in energy savings
- 5,900 square feet of speculative suites in for permit to include LED light fixtures and daylight sensors
- If necessary, we will hire a consulting engineer to help continue this process.

Sincerely,

(b) (6)

Polinger Development Co  
By: John HC Gordon  
President